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## **Application of Qwest Broadband Services, Inc., d/b/a CenturyLink for a Cable Franchise with the City of Seattle**

In accordance with Section 21.60.080 of the Seattle Municipal Code, Qwest Broadband Services, Inc. d/b/a CenturyLink respectfully submits the following application for a cable franchise in the City of Seattle.

**Franchise Applicant:** Qwest Broadband Services, Inc. d/b/a CenturyLink ("Applicant"), a Delaware corporation, seeks a competitive cable franchise to offer cable services in the City of Seattle. Applicant is a foreign corporation in good standing and authorized to do business in the State of Washington. Applicant's local address is: 1600 7<sup>th</sup> Ave, 15<sup>th</sup> Fl., Seattle, WA 98191.

**Applicant's Representatives:** The following individuals may be contacted for further information about this application:

- (a) Mary M. Taylor, 2404 Heritage Court SW Olympia, WA 98502 Tel: 360-943-6996
- (b) James P. Campbell, 1801 California Street, 10<sup>th</sup> Floor, Denver, CO 80202; Tel: 303-992-5809

### **Background on CenturyLink**

Applicant looks forward to bringing a competitive cable offering to the residents of Seattle. CenturyLink<sup>1</sup> and its affiliates have an impressive history of providing numerous benefits to the residents of Seattle, far beyond providing the underlying technology services that advances the lives of residents and improves businesses in Seattle.

### **CenturyLink Improves Lives**

At CenturyLink, our vision is to improve the lives of our customers. Through our products and services, we help strengthen businesses and connect communities to each other and the world.

### **CenturyLink's Unifying Principles**

We have established certain fundamental values that are the foundation for how we interact with our partners, our customers and with one another. We call these values our Unifying Principles, and they bring together our beliefs into a cohesive philosophy that guides our actions in all matters, including our greater social responsibility in the communities where we live and work. Our Unifying Principles are: Fairness, Honesty and Integrity, Commitment to Excellence, Positive Attitude, Respect, Faith and Perseverance.

### **With Clear Expectations**

CenturyLink's Ethics and Compliance Program provides employees with guidance in making ethical business decisions and provides mechanisms for employees to report concerns. We have a Supplier Code of Conduct that establishes expectations for our contractors and vendors regarding ethical business practices. CenturyLink's Privacy Policy protects our customers' information and keeps our customers informed about the information we collect and the choices they have regarding that information.

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<sup>1</sup> References to CenturyLink are generally intended to identify CenturyLink, Inc. and its subsidiaries. The term Applicant specifically refers to Qwest Broadband Services, Inc. d/b/a CenturyLink.

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### **CenturyLink in Washington**

CenturyLink in Washington employs approximately 2,200 people with the majority of those jobs located in the Greater Seattle area. 45% of CenturyLink employees in the Seattle area are represented by the Communication Workers of America Union. CenturyLink's network operations team supports the new head end facility, located in Tukwila.

Employees in Seattle also include regional executives for 8 states and a workforce in business sales, marketing, regulatory affairs, public policy, customer service and administrative support. Employees are located across Seattle in 12 central office neighborhood locations.

With a payroll exceeding \$166 million each year in Washington, CenturyLink is a proud contributor to jobs and the economy in the state.

### **Commitment to Seattle**

Since acquiring Qwest in 2011, CenturyLink has been actively working with the Mayor's office, city departments and City Council to eliminate and/or modify policies that have impeded broadband deployment in the City of Seattle, both for CenturyLink and its competitors.

The resulting policy changes opened the door for CenturyLink in August 2014 to name Seattle as one of the company's 16 initial gigabit cities. CenturyLink is the only communications provider within the City of Seattle currently deploying fiber to the premise (FTTP) service to single family homes.

As a result of this investment, currently over 60,000 single family houses have access to service with speeds up to 1 gigabit per second (Gbps), and that number will increase to well over 100,000 by year's end. On the business front, CenturyLink continues to invest in its fiber network and has in the last eight months made 1 gigabit speeds available to over 6,500 newly serviceable business locations in the City of Seattle. This fiber network investment supports CenturyLink's full suite of business services including cloud and managed services. In addition the company is actively working with multi-tenant residential and business owners to deliver gigabit services.

### **Community Tech Partnerships**

CenturyLink has entered into an agreement to sponsor broadband Internet service with speeds up to 1 Gbps at Impact Hub, a membership community for local entrepreneurs, nonprofits -and freelancers that provides co-working space, accelerator services and the support of 11,000 other inspiring Impact Hub Members worldwide.

CenturyLink and Interconnection.org are working with community members to identify a location within Beacon Hill for a new community tech center. Beacon Hill was selected because community members identified the fact that the region does not have a technology center of its own – the closest center is located Rainier Valley.

Under this community partnership, CenturyLink will provide a 1 gigabit connection and the initial equipment, including up to 10 computers, a printer and a big screen TV, if the center desires. Interconnection.org will update the computers and recycle the old equipment. If the center opts for a television, once franchise approval is received a cable connection will also be provided free of charge.

CenturyLink and Interconnection.org plan to sponsor a second technology center and are currently working with DoIT to identify an additional location within an underserved area within the city.



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### **CenturyLink Internet Basics**

CenturyLink provides discounted internet service as a product called **Internet Basics** for \$9.95<sup>2</sup> to individuals and families who qualify for Lifeline or Linkup programs by participating in one of the government assistance programs outlined in Exhibit A. As CenturyLink upgrades its network, qualified individuals that reside within the company's fiber to premise areas can obtain 40 Mbps internet access for just \$9.95.

With the great diversity that exists in the Greater Seattle area, CenturyLink's Employee Resource Group members have presented Internet Basics workshops, teaching basic computer skills in 9 foreign languages – **Somali, Vietnamese, Korean, Spanish, Russian, Cantonese, Tagalog, Mandarin, and American Sign Language.**

### **Examples of Internet Basics Partnerships with Non-Profit Organizations:**

- In partnership with the Cascade People's YMCA (Greater Seattle YMCA) Internet Basics workshops in the Russian language were presented to senior citizens from the Ukrainian community while they waited for the food bank across the street to open.
- CenturyLink PAAN (Pacific Asian American Network), in partnership with CISC (Chinese Information and Service Center), ACRS (Asian Counseling and Referral Service) and Helping Link, presented Internet Basics workshops in the Korean, Vietnamese, Mandarin and Cantonese languages to low income mostly senior citizens in a series of sessions. PAAN, in partnership with Filipino Community of Seattle, presented 2 separate sessions in the Tagalog language/dialect.
- CenturyLink Women Empowered (CWE) in partnership with ADWAS presented Internet Basics in American Sign Language to a deaf audience at ADWAS' (Abused Deaf Women's Advocacy Services) North Seattle offices.
- In 2013 and 2014, CenturyLink presented 43 Internet Basics presentations/workshops, and touched 15,600 low income individuals and families in the Seattle area.

### **CenturyLink Lifeline and Link-Up<sup>3</sup>**

CenturyLink participates in Lifeline, which provides monthly discounts to qualified subscribers on telecommunications service. The program is designed to help low income households with needed phone services. In Washington, CenturyLink offers a discounted voice line called **Lifeline** - for \$8 per month to qualified individuals and families who are on government support programs. CenturyLink also offers qualified low income tribal members on tribal lands a discounted voice line called **Link-Up** - for \$1 per month.

### **The Future - New Jobs –**

CenturyLink plans to hire 70 technicians into the Seattle area in support of the FTTP/Prism product rollouts. These are union represented, highly skilled and highly paid positions. In addition, CenturyLink

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<sup>2</sup> When a qualified individual purchases bundled services, the portion of the bundle attributed to internet service is discounted to reflect the internet basics discount.

Internet Basics includes a security suite as well as the broadband connection. Pricing is \$9.95 for 12 months, \$14.95 a month 13+

So for example, if a customer purchases a bundle that would normally be priced at \$60, and \$20 of that total bundle price is attributed to internet services, a customer that qualifies for internet basics would receive an offsetting \$10.05 credit, bringing the internet portion of the overall bundle down to \$9.95.

<sup>3</sup> Qualified customers who chose to bundle their voice services, will receive an offsetting credit to bring the portion of the bundle attributed to voice services down to the equivalent Lifeline or Linkup price.

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plans to hire 200 - 300 web application programmers at CenturyLink's Cloud Development Center located in Bellevue.

### **Supporting the Community, the Environment with a Commitment to Diversity**

CenturyLink is committed to strengthening and improving the communities it serves, not only through jobs, products and services, but also through philanthropic support of local community agencies, events and initiatives. We focus our philanthropic and volunteer efforts on K-12 education and programs that support youth; technology-focused initiatives; and locally-driven efforts that strengthen communities and make them better places to live.

Through our involvement in efforts ranging from environmental stewardship to community investment, we further our commitment to improve lives by being a good citizen and neighbor in the communities.

### **Supporting the Community**

Since 2007, the CenturyLink Clark M. Williams Foundation has awarded \$885,000 to innovative Washington state teachers working to improve STEM (Science, Technology, Engineering and Math) learning and access to technology in schools statewide. Together we are helping build awareness around STEM education and preparing Washington's future workforce for STEM careers.

CenturyLink's sponsorship of the Seahawks also includes partnering with the team on two community programs – High School Athlete of the Week (HSAOTW) and the CenturyLink Spirit Award. HSAOTW highlights 10 high school athlete-scholars, both boys and girls, who volunteer in the community. The Spirit Award honors 4 non-profit organizations each with a \$5,000 donation. Both programs include attendance at a Seahawks game for all the winners and awardees.

Through CenturyLink's Matching Time Grant program, Washington employees volunteering 40 hours in a six-month period with a non-profit agency can earn up to two \$500 CenturyLink Foundation grants per year for that organization. Since 2011, CenturyLink's Clarke M. Williams Foundation has provided \$110,500 in matching grants to non-profit organizations in Washington.

Our employees further their community support through our annual CenturyLink All Employee Volunteer Day (in April), United Way Day of Caring (in September), the Employee Giving Campaign supporting the United Ways in of dozens of counties across the state, and our Annual Food Drive. CenturyLink's companywide Annual Food Drive is held intentionally in June when the free and reduced price lunch program concludes nationwide for the school year. In 2014, 18 food banks in the Greater Seattle area received \$338,000 from the Clarke M. Williams Foundation (Food banks receiving funds were Northwest Harvest, Food Lifeline, Asian Counseling and Referral Service's Food Bank, the Auburn Food Bank, Hopelink's Food Bank, the Bonney Lake Food Bank, Edgewood's Food Bank, Multi-Service Center's Food Bank, Kent's Food Bank, Mercer Island's Food Bank, Snoqualmie Valley's Food Bank, the Orting Food Bank, the Puyallup Food Bank, Sumner's Food Bank, Fish Food Banks of Pierce County, the Visitation Food Bank and the Tukwila Pantry). In total, across the state, Washington food banks received \$448,000 from CenturyLink's Foundation in 2014.

### **Supporting the Environment**

CenturyLink is committed to environmental sustainability through programs that include waste recycling, green information technology, and procurement policies and practices. For the last 4 years, CenturyLink in Seattle has worked closely with non-profit [InterConnection.org](http://InterConnection.org) to recycle CenturyLink's scrap computers – with a high average rate of reuse as reported by InterConnection.org of more than



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70%. InterConnection.org refurbishes computers and sells them “fully loaded” with Windows software for \$99 to those who are low income. On April 11, 2015, CenturyLink in conjunction with InterConnection.org, sponsored a community-wide recycling event at CenturyLink Field, inviting King County area residents to bring “ANYTHING WITH A PLUG” so that these items could be responsibly recycled with the goal of the least amount deposited into community landfills. More than three 50’ trailers were filled with mixed electronics that went to Total Reclaim for responsible recycling. Additionally, another 1 ½ trucks were filled with desktops, laptops and monitors for InterConnection.org and charitable reuse.

### **Commitment to Diversity**

In addition to the community support outlined above, there are several groups of CenturyLink employees who make volunteering a part of their organizational mission:

1. Employee Resource Groups (6 groups)
2. Communications Workers of America (6 Locals)
3. CenturyLink Pioneers (Over 6,000 members statewide).

All of these groups work with local nonprofits to volunteer or donate funds they have raised through activities.

### **EMPLOYEE RESOURCE GROUPS**

CenturyLink PAAN (Pacific Asian American Network) – has worked with Helping Link, Chinese Information and Service Center, Asian Counseling and Referral Service, Filipino Community of Seattle, Kin On, 4C Coalition, Office of Minority Affairs – University of Washington, Filipino American National Historical Society.

CenturyLink Women Empowered – ADWAS (Abused Deaf Women’s Advocacy Services), Page Ahead, Girl Scouts of Western Washington, American Heart Association and Neighborhood House (at Rainier Vista), Marsha Rivkin Center for Ovarian Cancer Research, Susan G. Komen Race For the Cure – Sue Anderson and Tasha McKinney have been CenturyLink For the Cure Team Captains for 5 consecutive years. In 2011 and 2012, CenturyLink received fundraising awards from the Komen Foundation.

CenturyLink EAGLE – Lifelong AIDS Alliance, Pride Foundation and GSBA Scholarships, Out and Equal. Brian Stading and Sue Anderson led CenturyLink’s 2012 AIDSWALK Team.

CenturyLink SOMOS – El Centro de la Raza, Fiestas Patrias (both Seattle Center and Puyallup Fair) Sisters for Lupus, New Beginnings.

CenturyLink ABTP - ALLIANCE FOR BLACK TELECOMMUNICATIONS PROFESSIONALS – Northwest African American Museum, Technology Access Foundation, Solid Ground, Rainier Scholars, Urban League of Metropolitan Seattle, Central Area Senior Center, Southeast Senior Center, Tabor 100.

CenturyLink VOMF – VOICE OF MANY FEATHERS – United Indians of all Tribes.

### **COMMUNICATIONS WORKERS OF AMERICA**

- 6 locals (Seattle, Renton, Tacoma, Olympia, Vancouver, Spokane)
- CWA/IBEW Family and Work Development Fund provided direct program funding of \$7,650 in December 2014 to ICHS – International Community Health Services for their Reach Out and Read program in ICHS’ health clinics. President Michael Lynch and employee Ann Webster teamed up to nominate ICHS for the national grant funding.

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### **CENTURYLINK PIONEERS**

The Pioneers is a 104-year old 501(c)3 non-profit organization – made up of active CenturyLink employees and retirees. It is led by volunteers - Washington statewide Chapter Executives and 11 Councils across the state – located in Vancouver, Bellevue, Olympia, Longview, Kent, Spokane, North Seattle, Seattle, Puget Sound, Tacoma and Yakima.

The Pioneers boast over 6,000 statewide members, approximately 75% reside in Western Washington, almost 50% in the Greater Seattle area. Among the local non-profits their activities support – Treehouse, Northwest Harvest, Food Lifeline, Urban Rest Stop, Bloodworks Northwest, Homeward Pet Adoption, Pasado's Safe Haven, American Forests and easily 50 more across the state.

### **ADDITIONAL APPLICATION REQUIREMENTS**

In addition to what is included above, the following is submitted in accordance with Section 21.60.180 of the Seattle Municipal Code.

#### **Applicant's Corporate Structure and Officers**

Applicant's ultimate parent company is CenturyLink, Inc., a Louisiana corporation headquartered in Monroe, Louisiana, and, through its subsidiaries, owns 100% of Qwest Broadband Services, Inc. d/b/a CenturyLink. A more detailed corporate structure is depicted on the attached Exhibit B. CenturyLink, Inc. is the third largest telecommunications company in the United States and is recognized as a leader in the network services market by technology industry analyst firms. CenturyLink a global leader in cloud infrastructure and hosted IT solutions for enterprise customers. CenturyLink provides data, voice and managed services in local, national and select international markets through its high-quality advanced fiber optic network and multiple data centers for businesses and consumers. The company also offers advanced entertainment services under the CenturyLink® Prism™ TV and DIRECTV brands. CenturyLink is an S&P 500 company and is included among the Fortune 500 list of America's largest corporations

On April 1, 2011, CenturyLink, Inc. completed its acquisition of Qwest Communications International, Inc. ("QCII") through a tax-free, stock-for-stock transaction. Under the terms of the parties' merger agreement, CenturyLink, Inc. is the ultimate parent of QCII and the subsidiaries that were under QCII. At the time of the merger between CenturyLink, Inc. and QCII, Applicant was a wholly-owned subsidiary of Qwest Services Corporation, Inc. as was Qwest Corporation, the entity which places facilities in the City's public rights of way pursuant to the City's ordinances and associated rules. Further, at merger, Applicant was a member of the National Cable Television Cooperative ("NCTC") as was the CenturyLink entity which offers Prism in legacy CenturyLink markets. Because the NCTC expressly forbids more than one entity within a corporate family to belong to and directly obtain content from the NCTC and because any affiliated entity receiving content from the NCTC must be a wholly-owned subsidiary of the NCTC member, CenturyLink, Inc. moved Applicant from being a subsidiary of Qwest Services Corporation to being a subsidiary of CenturyTel Broadband Services, LLC. The following sets forth the officers and directors of Applicant. This group of officers and directors do not own any shares of the Applicant.



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Qwest Broadband Services, Inc. (Delaware Domestic)

Directors: R. Stewart Ewing, Jr.  
Stacey W. Goff

Officers:

Chief Executive Officer and President	Glen F. Post, III
President Global Markets	Karen A. Puckett
Executive Vice President and Chief Financial Officer	R. Stewart Ewing, Jr.
Executive Vice President, General Counsel	Stacey W. Goff
President IT Services and New Market Development	Girish Varma
Vice President – Public Policy and Government Relations	James P. Campbell
President – Wholesale Operations	William E. Cheek
Executive Vice President – Controller and Operations Support	David D. Cole
Executive Vice President – Network Services	Maxine Moreau
Vice President and Treasurer	Glynn E. Williams, Jr.
Vice President	Jonathan J. Robinson
Secretary	Kay Buchart
Assistant Secretary	Joan E. Randazzo
Assistant Secretary	Meagan E. Messina

CenturyLink's corporate address is 100 CenturyLink Dr., Monroe, LA. 71203.

### **Technical Expertise in the Provision of Cable Services to Consumers**

In 2008, CenturyLink launched its video service in LaCrosse, Wisconsin. CenturyLink now offers its Prism service in 14 markets, passing over 2.4 million households, and has over 242,000 Prism customers. In addition to its cable experience, CenturyLink is a leader having unparalleled experience and expertise in advanced technology, maintenance and operation – the very facilities over which it provides Prism. Attached as Exhibit C is a high level diagram and narrative description of the system design and is being filed as *Trade Secret Confidential and Proprietary Information – Exempt from Public Disclosure under RCW 42.56.270* Exhibit D is a list of markets in which Applicant or its affiliates offer Prism pursuant to state or local authority.

With respect to the provision of cable services, the following individuals provide key technical expertise with respect to the deployment of Prism and video operations (in addition to the individuals and teams identified in the section below on managerial expertise to offer cable services):

Glenn Garbelman serves as the Vice President of the Video Operations at CenturyLink since 2010, and is based in Monroe, Louisiana. He currently has day-to-day operational responsibility for all video services, which is currently serving 240,000 Prism customers with more than 150 employees. Prior to Glenn joining CenturyLink, he was part of a large communications company that successfully launched and supported IPTV video in over 70 markets throughout the United States. He has more than 25 years technical experience with the last 10 focused on video products and services on an IP network.

Sandeep Bhalla is the Director of Video Technical Operations. Responsible for the daily operations of CenturyLink video services, Mr. Bhalla oversees the video operations engineering staff and

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ensures the integrity of engineering operations and processes. With 19 years of technical experience and 10 years of video, Mr. Bhalla has served as a CenturyLink representative to national and international forums related to next generation video services. Prior to joining CenturyLink, Mr. Bhalla was a Manager of Head End Implementation for AT&T's Uverse. .

Charles Becker is the Manager Video Operations IPTV responsible for all headends based out of Denver, Colorado and Columbia, Missouri. The Video Headend Team is responsible for the operation and acquisition of all video content served by the Prism platform both local and national. The team maintains and operates 17 headends located in 13 states across the country. This team supports new market builds, preventative maintenance, outage resolution and proactively supports the video monitoring teams in outage resolution. Mr. Becker is a 35 year veteran of the video industry and 9 year employee of CenturyLink.

Steve Epstein is a Senior Lead Engineer –Managing for CenturyLink. Mr. Epstein is a member of the CenturyLink Video team and brings 35 years of broadcast experience to CenturyLink. In addition to being Chief Engineer at several television stations, Mr. Epstein was the technical editor of Broadcast Engineering magazine. Mr. Epstein is a Society of Broadcast Engineers (SBE) certified professional broadcast engineer and holds a BS in Broadcasting.

Steve Sklar, VP Video Strategy and Development has over 20 years experience in the cable industry and has led efforts to continually add new features and functions to Prism, e.g., Prism on the Go. His team is responsible for Prism design, innovation and implementation.

Chris Lanasa is the Vice President Consumer Product Strategy and Operations. In this role, he and his team are responsible for the product strategy and management of CenturyLink's consumer growth products, including Prism. The content acquisition team reports to Mr. Lanasa.

The local team (Brian Stading, President Northwest Region, Sue Anderson, Vice President Operations and Rob Griffith, Vice President Local Engineering and Construction), whose experience is more fully described in the next section, have responsibility for the facilities deployment, repair and maintenance in Seattle as well as provisioning the service to end users.

### **Managerial Expertise in the Provision of Cable Services to Consumers**

Seattle is the headquarters for the West region of CenturyLink. Brian Stading leads the business as the President of the West Region. Under his leadership, Prism is successfully being operated in Las Vegas, and is currently being deployed in Portland and Salt Lake City in addition to Seattle.

Sue Anderson is the Vice President of Operations for Washington and is located in Seattle. Her team includes more than 500 technicians, 200 of whom are being cross-trained to install and support Prism. There is a wide array of employees performing various functions in support of Prism in Seattle, including approximately 100 engineers who will be working under Ms. Anderson's leadership to design and support the infrastructure that enables Prism.

Rob Griffith is Vice President of Engineering and Construction for the West Region for CenturyLink. Mr. Griffith is responsible for the engineering and construction operations for local network infrastructure, to include fiber, equipment, communication cables, and broadband expansion. His team successfully built the infrastructure to support broadband for over one million high speed customers that includes the previously launched Las Vegas Prism market. Working with Sue Anderson's



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team, he will be responsible for the successful network build out to support the Prism program in Seattle.

There are three essential corporate divisions which support the provision of Prism to end users: Global Operations and Shared Services, Global Markets and Product Development, and Technology.

A. The Global Operations and Shared Services organization is led by Executive Vice President Maxine Moreau. A 30-year veteran in the communications industry, Ms. Moreau brings a depth of knowledge and experience in network services, operations, IT and process improvement to her role as Executive Vice President of Global Operations and Shared Services. She is responsible for operational excellence through the end-to-end planning, engineering, construction, operation and maintenance of CenturyLink's global network, as well as regional operations and hosting data centers. Ms. Moreau oversees network enablement that currently provides commercial 100 Gbps services to businesses for high-bandwidth needs as well as the deployment of 1 Gbps fiber networks in certain markets, including Seattle for both consumer and business customers. Members of her team will staff the Video Serving Office (VSO) in Tukwila, Washington.

Ms. Moreau's team is responsible for the engineering, planning and deployment of all network infrastructure, including the infrastructure on a national and local basis for the delivery of Prism. In addition, organizations responsible for data and video operations report up to Maxine. These centers, from an operational perspective, constantly monitor and repair, if necessary, the entire network including the facilities used in the provision of Prism.

B. The Global Markets organization is led by President Karen Puckett. With 30 years of telecommunications experience, Karen Puckett is an industry veteran with proven success in the integration of complex operations, the achievement of industry-leading financial and operational performance, and the creation of a company culture that is focused on accountability, innovation and growth. As CenturyLink's Chief Operating Officer, Ms. Puckett is responsible for the company's financial and operational performance in the business and consumer segments. She leads marketing, sales, service delivery, care and customer experience initiatives for all business and consumer customers and the implementation of the local operating model in the company's local service areas in 37 states. Ms. Puckett has been at the forefront of CenturyLink's transformation from a local telephone exchange company serving rural and mid-sized markets to an industry leader in advanced communications services with customers throughout the United States and overseas. Her visionary leadership has been instrumental in the company's ability to thrive in the new arenas of cloud, data hosting and managed services, as well as facilities based switched digital video service while maintaining its focus on operational excellence and financial strength. Ms. Puckett led the 2001 companywide realignment to the local operating model, placing decision making closer to the customer and making the company more responsive to the marketplace. The model has consistently resulted in financial and operational improvements as CenturyLink has acquired new markets.

As it relates to Prism, Karen Puckett's organization owns the customer experience in terms of sales and repairs. There are five call centers which provide support for consumer sales, including Prism. These centers are located in Sioux City, Iowa; Idaho Falls, Idaho; Boise, Idaho; Midvale, Utah; and Phoenix, Arizona.

C. The Product Development and Technology organization is led by Executive Vice President and Chief Technology Officer, Aamir Hussain. Mr. Hussain is an experienced senior technology



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executive with more than 23 years of proven success in the implementation of global technology operations, operationalization of complex technology, infrastructures, and business solutions while driving capital cost efficiencies in the business. Mr. Hussain and his team are responsible for the design and delivery of next generation products, services and technologies critical to achieving CenturyLink's strategic growth priorities, including Prism. Mr. Hussain has a diverse background in data, security, voice, video and wireless technologies. Prior to joining CenturyLink, he held senior leadership roles at Liberty Global, Covad, TELUS and Qwest. Mr. Hussain sits on several startup and non-profit boards, is technical advisor to technology companies and holds 11 patents in Telecommunications. In addition, he has completed leadership, innovation and strategy training from Harvard, the INSEAD institute in France and the International School of Business Management in Switzerland.

Mr. Hussain's team is charged with constantly working to implement new technologies and innovations to enhance the customer experience across the entire suite of CenturyLink products, including Prism.

As noted above, Applicant's ultimate parent company, CenturyLink, Inc., is headquartered in Monroe, Louisiana. A fundamental tenet and operating creed of the Company is to drive decision making to the local level, where the employees best understand the needs of each community in which they work and deliver service. Capital allocation decisions are made based on information from the local markets and it is entirely up to the local team to manage the budget and to make capital and expense allocation decisions based on the local needs. In Seattle, the two leaders responsible for making such decisions, including, e.g., deployment of Prism, are Brian Stading and Sue Anderson.

### **Financial Qualifications**

Applicant is an indirect subsidiary of CenturyLink, Inc., a Fortune 150 Company and the third largest telecommunications company in the United States. A copy of CenturyLink's most recent 10-K can be obtained by clicking on the following URL:

<http://www.sec.gov/Archives/edgar/data/18926/000144530514000656/ctl-2013123110k.htm>

CenturyLink was founded in 1930 and grew through acquisition of other companies including the aforementioned purchase of Qwest Communications International, Inc., the parent company of Qwest Corporation and Applicant as publicly filed documents show, CenturyLink is financially sound. In its earnings announcement for 2014, CenturyLink reported operating revenues of \$18.0 billion and free cash flow of \$2.7 billion. Its market cap is \$22.52 billion. These numbers clearly demonstrate Applicant has access to all the financial resources necessary to meet its franchise obligations in the City of Seattle, with the backing of CenturyLink, Inc.

### **Legal Qualifications to Offer Cable Services**

Applicant will make all appropriate filings and preparations prior to the turn up of its video service including (1) filing a community registration with the FCC via FCC Form 322; (2) providing notice to local broadcasters and requesting either must-carry or retransmission consent election; and (3) registration of any antennas required to provide service.

In its existing markets, Applicant complies with many additional federal requirements in providing its Prism service, including all of the FCC requirements applicable to multichannel video



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programming distributors (such as equal employment opportunity and set-top box requirements), the FCC requirements applicable to EAS participants that are wireline video service providers, other FCC requirements applicable to provision of Prism (such as receive-only earth station license requirements and annual regulatory fees for IPTV providers), and the Copyright Office requirements for cable systems filing semi-annual copyright statements of accounts and paying statutory license fees. Applicant does not file an FCC Form 327 relating to CARS microwave facilities because Applicant does not use such facilities in connection with the provision of Prism. Similarly, Applicant does not file FCC Form 320 and FCC Form 321 as they relate to the use of aeronautical frequencies that are not applicable to the IPTV technology.

The only party to the franchise agreement is the Applicant, and Applicant will comply with all terms of the negotiated franchise with the City of Seattle. Applicant's affiliates will not be bound by the terms of the franchise; they have separate and distinct operating authority and obligations pursuant to the City's ordinances regarding public rights of way. Applicant will, however, promise and guarantee, as a condition of exercising the privileges granted by its franchise, that any Affiliated Entity of the Applicant directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the ownership, management or operation of the Cable System in the Franchise Area, will also comply with the obligations of this Franchise. However, the parties acknowledge that Qwest Corporation ("QC"), an affiliate of Applicant, will be primarily responsible for the construction and installation of the facilities in the Rights-of-Way which will be utilized by Applicant to provide Cable Services. So long as QC does not provide Cable Service to Subscribers in the City, QC will not be subject to the terms and conditions contained in this Franchise. QC's installation and maintenance of facilities in the Rights-of-Way is governed by Applicable Law. Applicant is responsible for all provisions in its Franchise related to: 1) its offering of Cable Services in the Franchise Area; and 2) the operation of the Cable System regardless of what entity owns or constructs the Facilities used to provide the Cable Service.

Applicant has not had any franchise revoked and has not been held in violation of a franchise by any local franchising authority. Further, Applicant has not, at any time during the ten years prior to the date of this application, been convicted of any act or omission of such character as would lead a reasonable person to conclude that the applicant cannot be relied upon to deal truthfully with the City and the subscribers of the cable system or to substantially comply with its lawful obligations under applicable law, including obligations under consumer protection laws and laws prohibiting anticompetitive acts, fraud, racketeering or other similar conduct.

### **Initial Deployment and Availability of Prism**

CenturyLink will deploy its cable communications service, Prism, over facilities owned by an affiliated company, Qwest Corporation, d/b/a CenturyLink (QC). Prism is a switched digital service and is Ethernet based (it is not a QAM based, broadcast service). The fact that the service is switched digital and Ethernet based enables CenturyLink to offer unique features and functions, e.g., warp channel change, not generally available over more traditional cable systems, as more fully detailed below.

Currently, two network architectural designs are used to deliver Prism to subscribers: fiber to the node (FTTN) and FTTP, but the quality of the cable communications service is of the same high, technical quality regardless of the underlying network architecture. For FTTN, CenturyLink deploys fiber from a serving central office to a remote terminal in a neighborhood. The remote terminal houses the electronics (currently VDSL2) and such electronics create a broadband stream to individual addresses of up to 40Mbps (80Mbps if using pair bonding) over a copper subloop. For FTTP, there is fiber



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connectivity from the serving central office to a distinct address/location via an optical loop terminal (OLT) and this fiber connection will support broadband speeds of up to One Gbps.

CenturyLink seeks to deploy Prism in various areas located throughout the boundaries of the City of Seattle. As noted earlier, CenturyLink has already made its FTTP/1 gigabit network available to 66,500 living units in the City of Seattle. See also Trade Secret Exhibit C, attached hereto. CenturyLink is willing to meet periodically with the City to review its deployment in the city and the enablement of Prism over both the FTTP and FTTN facilities.

A set-top box is required for each television to receive Prism. CenturyLink recently introduced a wireless set top box which enables the end user to move Prism to any location such as the patio or garage.

QC is the traditional telecommunications provider in Seattle. It has and will continue to pull all necessary permits and comply with all Seattle rules, codes and ordinances associated with access to and presence in the public rights of way.

When CenturyLink begins to offer Prism commercially in Seattle, Prism will be available to approximately [REDACTED] of the living units in the City. CenturyLink is targeting an initial service launch in the second or third quarter 2015. CenturyLink will notify the City prior to commercially launching Prism in Seattle.

Turning up service in Seattle represents a very significant capital investment by the Company even though it has zero revenue-generating customers and its direct competitors have one hundred percent of the facilities based cable subscribers in the City. Further deployment will be driven by success in the market, i.e., as we win customers we will be able to use that new revenue stream to invest in further deployment and broader availability of Prism.

#### **Prism Features and Functions:**

Applicant's cable communications system will be fully digital. While the ultimate channel lineup has not been finalized at this time, attached hereto as Exhibit E is a sample channel line up from another jurisdiction (Colorado Springs, Colorado) in which CenturyLink offers its cable communications service, Prism™. This illustrates the vast selection of content available to subscribers. CenturyLink will provide the City with a copy of the actual channel lineup prior to launching service in Seattle. It should be noted that currently CenturyLink offers more channels in HD than any other MVPD nationally. It also provides a robust library of Video on Demand content.

Because our system is IP based, we offer unique applications available via the television set such as access to Picasa. In addition, search and streaming services are available which enable viewers to search for the cheapest gasoline within a specified area or to stream selected stock market quotes. We also have an ever increasing video on demand library. Prism is a state of the art offering and its features and functions also include, but are not limited to: (1) whole home DVR; (2) warp speed channel change; (3) find-it fast navigation, (4) multi-view (4 shows on one screen); (5) personal media sharing; (6) interactive news and information dashboard; (7) Prism on the Go (select content available over mobile devices such as smart phones and tablets); and (8) advanced parental controls. By going to the following URL, you can "experience" the features and functions of Prism through a short demonstration: <http://www.centurylink.com/prismtv/#index.html>.



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## **Pricing, Customer Service and Standard Installation:**

Attached as Exhibit F is a sample of the pricing for Prism packages in another market. In advance of commercial launch in Seattle, CenturyLink will provide the City with the pricing for various Prism packages that will be offered in Seattle. With respect to rate requirements, under 47 U.S.C. § 543m a local franchising authority can only regulate the rates of the incumbent cable provider in an area that has not been deemed to be subject to “effective competition.” See, *Media Bureau Clarifies Issues Concerning Franchise Authority Certification to Regulate Rates*, FCC Public Notice, DA 09-68 (rel. Jan. 16, 2009)

Applicant will comply with all federal, state and local requirements relating to customer service. There are five consumer call centers, and they are located in Sioux City, Iowa; Idaho Falls, Idaho; Boise, Idaho; Midvale, Utah and Phoenix, Arizona. CenturyLink uses outside vendors to handle overflow for calls as needed. CenturyLink schedules its agents on a daily basis to meet service level targets. Call activity is monitored throughout the day and call routing is updated throughout the day to help insure calls are answered within appropriate timeframes.

CenturyLink will provide Prism service to all qualified households within seven days. CenturyLink does not have “non-standard” installation, i.e., the provision of service at an additional construction cost to the subscriber. Qualification for Prism service is purely a technical issue – it is not possible to pay an additional amount to qualify for the service.

## **Access Channels**

Applicant will make the city’s three access channels available to its subscribers. For purposes of acquiring the signal, Applicant will pick up the City’s Access Channel signals at the point(s) of origination via a fiber facility and transport such content back to the local VSO for insertion in the channel lineup. At the point(s) of origination, Applicant will need rack space and power for its equipment to receive the signal(s) handed off by the City to Applicant. Applicant will pay for all facilities and equipment located on its side of the demarcation point where the City will hand off its content to Applicant and as is industry practice, the City will be responsible for all equipment on its side of the demarcation point.

One of the features available on Prism is “multi-view” -- we create a single channel/landing page for a category of shows, e.g., news, and make all the news channels available using picture in a picture technology. The end user can then click on the channel he or she wants to watch or watch four simultaneously. You can see a quick demonstration of this feature by clicking on the following URL: <http://www.centurylink.com/prismtv/#prism-tv-virtual-test-drive.html>.

We will use this same technology to create a “multi-view” (also referred to as “mosaic”) for the City’s Access Channels. With multi-view, the city’s Access Channels will be available on the “landing page” and an end user merely needs to click on the specific channel/picture in a picture to be seamlessly taken to the selected Access Channel in full screen view. Because each of the Access Channels has its own dedicated channel assignment, the channels are offered in the same video and audio quality as all other channels and can be recorded if so desired by an end user. Further, access to the Seattle Access Channels will not be limited to residents of the City. Rather, Prism subscribers throughout the metropolitan area will have access to the City’s Access Channels and City residents will have access to

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other Cities' or Cable Commissions 'Access Channels. This opens a vast array of viewing options for Seattle citizens given the robust choice of content and access channels.

Applicant is willing to make all the City of Seattle' access channels available in high definition if the City or channel provider hands them to Applicant in that format. If so, Applicant will down convert all such HD Access Channels to SD so they can be viewed by any end user not capable of receiving HD signals. As this relates to the multi-view screen for the Access Channels, Applicant's middleware will automatically know if a subscriber needs to see the channel in SD or HD and will automatically route the end user to the channel with the proper format.

Each access channel will be assigned a discrete channel (generally on the upper tiers) for both the SD and HD versions of the channel. Applicant will provide all Access Channels in the same video and audio quality as commercial channels it airs.

Applicant contracts with a third party to provide its electronic channel guide. Applicant will provide the City the same level of listings and functionality in its electronic channel guide as the incumbent cable communications providers offers.

With respect to video on demand, Applicant will offer the City a specified amount of space on its VOD servers, as will be specified in the franchise. This will enable viewers to go into the VOD library and to view, on an on-demand basis, any Access Channel content that the City has handed to Applicant for storage on its VOD servers. Such VOD content hand off has a common industry standard which will be shared with the City when the terms of the franchise are negotiated and finalized.

Because Applicant service is switched digital, an entirely different technology from the incumbent, Applicant cannot interconnect with the incumbents' system for the purpose of accessing Access Channel content. As noted above, however, all of Applicant's subscribers will have the ability to view all Access Channel content from any city or cable commission with which Applicant has a franchise agreement.

As it relates to financial support of Access Channels, Applicant will collect from its end users and remit quarterly to the City a monthly line item in support of the City's Access Channel capital. The amount of this monthly line item will be confirmed in the franchise with the City of Seattle.

**Other Information Requested under Section 21.60.080 of the City of Seattle Ordinance.**

1. Attached as Exhibit G is a copy of the current agreement between the Applicant and its subscribers. Agreements between the Applicant and Multi-Dwelling Units (MDU) are individually negotiated with property owners and there is no standard agreement. Applicant represents that it will adhere to all local and federal requirements related to the provision of cable services to MDUs.

2. There are no agreements, existing or proposed, that materially relate to or depend upon the granting of the franchise.

3. Seattle has a direct interest in improving the quality of life of its citizens through improvements to important infrastructure within its boundaries. The City has recognized that improved access to high-speed Internet services is a key infrastructure improvement for the City and its citizens for the 21st century. Grantee's affiliate (QC) announced plans and has begun to build and operate a



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fiber to the premise (FTTP) network in the City, in an effort to improve Internet access and foster new-high speed applications over fiber based broadband services. Grantee's affiliate is using commercially reasonable efforts to design, incrementally construct and install a fiber network within the City to provide, among other things, a residential broadband Internet service offering upload and download speeds of up to 1 Gbps (the "1 Gbps Network"). As of the date of this filing, the Grantee's affiliate now has gigabit service available to over 60,000 residences. And on the business front, over the last eight months has enabled fiber based services such as cloud, managed services, and gigabit speeds available to over 6,500 newly serviceable buildings in the city of Seattle. The deployment of this network materially advances the goals of the City.

The Grantee's Prism service is IP based, requiring a minimum of 25Mbps broadband service. Broadband speeds of this level and higher are delivered over fiber based broadband networks, including the FTTP Network. The deployment and expansion of the FTTP network will allow grantee to offer its Prism service, and at the same time allow for increased broadband speeds to Seattle residents and businesses.

4. There are no agreements in the City of Seattle between the Applicant and any public utility relating to the use of any facilities of such public utility.

5. Attached hereto as Exhibit H is a declaration of the Applicant as required by Section 21.60.080 of the City of Seattle Municipal Code.

## EXHIBIT LIST

EXHIBIT A.....	Washington State and Federal Qualifications for Telephone Assistance Programs
EXHIBIT B.....	Corporate Structure
EXHIBIT C.....	Trade Secret filed as <i>Exempt from Public Disclosure under RCW 42.56.270</i>
EXHIBIT D.....	List of other Prism Franchises
EXHIBIT E.....	Sample Channel Lineup
EXHIBIT F .....	Illustrative Price List
EXHIBIT G.....	Subscriber Agreement
EXHIBIT H.....	Declaration



## EXHIBIT A

### Washington State Program Qualifications under WAC 388-273-0020

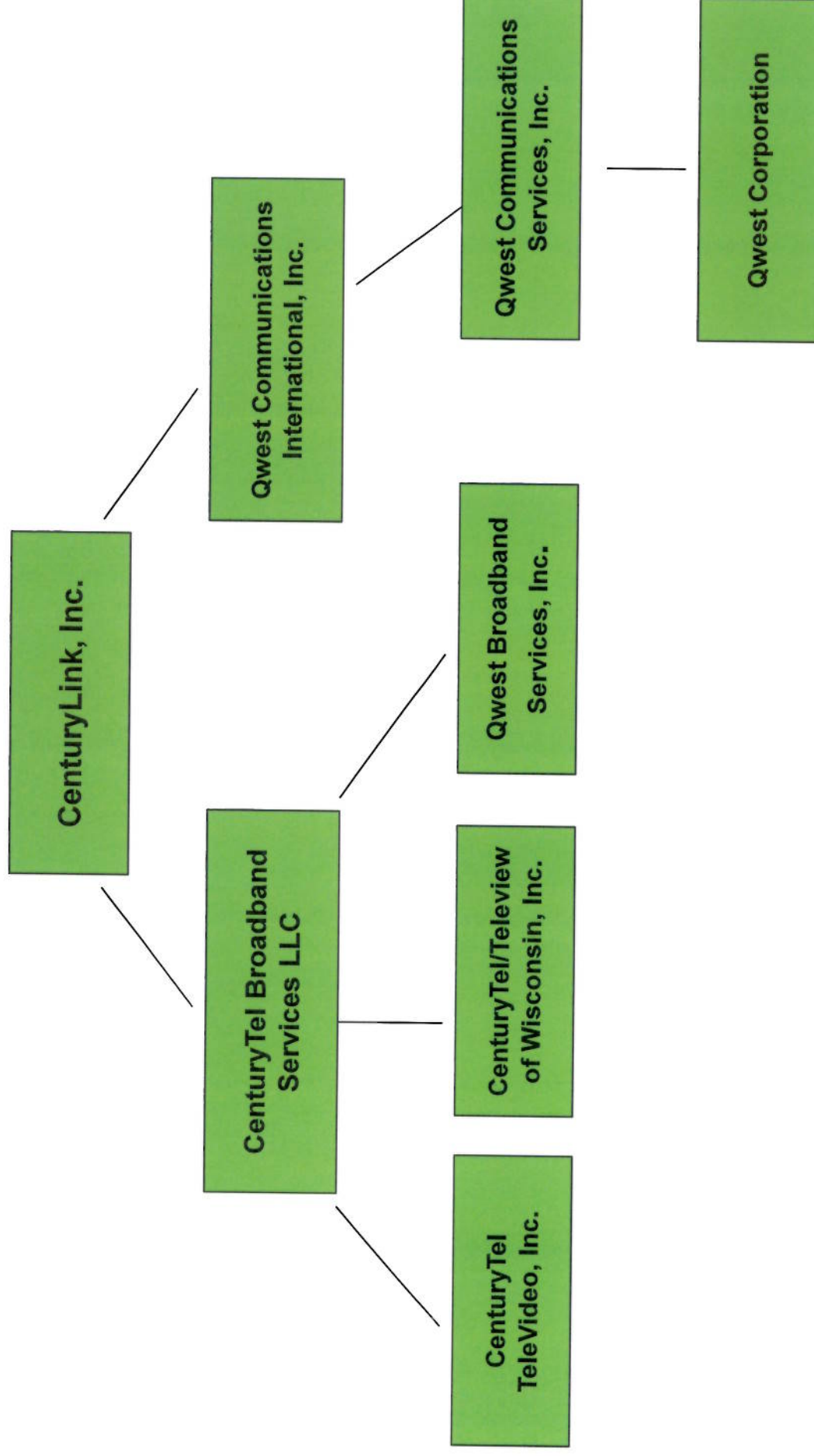
- (1) To receive WTAP benefits, you must:
- (a) Be age eighteen or older or, if under eighteen, be the responsible head of household, and either;
  - (b) Be receiving one of the following programs from us:
    - (i) Temporary assistance for needy families (TANF);
    - (ii) State family assistance (SFA);
    - (iii) Pregnant women assistance (PWA);
    - (iv) Aged, blind, or disabled (ABD) cash assistance;
    - (v) Refugee assistance;
    - (vi) Food assistance;
    - (vii) State supplemental security income (SSI);
    - (viii) Medical assistance, including Medicare cost sharing programs;
    - (ix) Community options program entry system (COPEs);
    - (x) Chore services; or
  - (c) Have completed using community service voice mail services, and been identified to the department as eligible for WTAP by the community agency that provided your community service voice mail program; and

### Federal Program qualifications:

To participate in the program, subscribers must either have an income that is at or below 135% of the federal Poverty Guidelines or participate in one of the following assistance programs:

- Medicaid;
- Supplemental Nutrition Assistance Program (Food Stamps or SNAP);
- Supplemental Security Income (SSI);
- Federal Public Housing Assistance (Section 8);
- Low-Income Home Energy Assistance Program (LIHEAP);
- Temporary Assistance to Needy Families (TANF);
- National School Lunch Program's Free Lunch Program;
- Bureau of Indian Affairs General Assistance;
- Tribally-Administered Temporary Assistance for Needy Families (TTANF);
- Food Distribution Program on Indian Reservations (FDPIR);
- Head Start (if income eligibility criteria are met); or
- State assistance programs (if applicable).

# Company Structure



## Exhibit B



## EXHIBIT C

*Confidential and Proprietary Information – Exempt from Public Disclosure Under RCW  
42.56.270.*

# REDACTED

*Confidential and Proprietary Information – Exempt from Public Disclosure Under RCW  
42.56.270.*

REDACTED



## EXHIBIT D

### Locally Negotiated Franchises

Municipality (Franchisee)	Start Date	End Date	Contact for Franchise Authority	Facilities Based Competitor
Gulf Shores, AL (CTBSI)	12/5/2011	12/5/2014	City Clerk - City of Gulf Shores - P.O. Box 299 - Gulf Shores, AL 36547	MediaCom
Orange Beach, AL (CTBSI)	12/4/2012	12/4/2022	City Administrator - City of orange beach - 4099 Orange Beach Boulevard - Orange Beach, AL 36561	MediaCom
Baldwin County, AL (CTBSI)	3/1/2010	9/1/2015	Baldwin County Commission - 312 Courthouse Square, suite 12 Bay Minette - Alabama 36507 - Phone: (334) 937-0264	MediaCom
Phoenix, AZ (QBSI)	6/1/2014	5/31/2020	City of Phoenix Attn: Cable Administrator 251 West Washington St., 6th Floor Phoenix, AZ 85003	Cox
Chandler, AZ (QBSI)	11/7/1998	11/6/2013	City Manager P.O. Box 4008 Chandler, AZ 85244	Cox
Mesa, AZ (QBSI)	11/5/2012	10/18/2018	City Manager City of Mesa PO Box 1466 Mesa, AZ 85211-1466	Cox
Queen Creek, AZ (QBSI)	11/7/2012	11/8/2022	Town of Queen Creek, Attn: Town Manager, 22358 S Ellsworth Rd, Queen Creek, AZ 85142	MediaCom
Glendale, AZ (QBSI)	7/1/2014	6/30/2029	City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301 Attn: City Manager	Cox
Peoria, AZ (QBSI)	12/14/1999	11/30/2014	City of Peoria Attention: City Manager 8401 West Monroe Street Peoria, AZ	Cox

## EXHIBIT D

			85345	
Scottsdale, AZ (QBSI)	2/1/2015	12/31/2024	City Manager 3939 N. Drinkwater Boulevard Scottsdale, AZ 85251	Cox
Surprise, AZ (QBSI)	1/2/2015	1/2/2022	City Manager City of Surprise 12425 W Bell Rd. Suite D100 Surprise, AZ 85374	Cox
Goodyear, AZ (QBSI)	3/1/2013	3/1/2019	City of Goodyear City Manager City Hall 190 North Litchfield Road. Goodyear, AZ 85338	Cox
Maricopa County, AZ (QBSI)	4/21/1999	4/21/2014	County Attorney 301 W. Jefferson, 9th Floor	Cox
Town of Maricopa (QBSI)	5/3/2005	5/3/2015	City Manager City of Maricopa P.O. Box 610 Maricopa, AZ 85239	Orbital Communications
Pinal County, AZ (QBSI)	12/13/2012	12/13/2027	County Manager 31 N Pinal Street Florence, AZ 85132	MediaCom
Buckeye, AZ (QBSI)	12/7/2004	12/7/2019	Town of Buckeye Attn: Town Manager Buckeye, AZ 85326	Cox
Florence, AZ (QBSI)		6/20/2016	Florence Town Manager P.O. Box 2670 Florence, AZ 85232	Time Warner and Cox
Gilbert, AZ (QBSI)	2/25/1999	2/25/2014	Town Manager Town of Gilbert 1025 S Gilbert Rd Gilbert, AZ 85296	Cox
Casa Grande, AZ (QBSI)	12/2/2013	12/2/2028	City Manager - City of Casa Grande - 510 E. Florence Boulevard Casa Grande Arizona - 85012	Cox
Tempe, AZ (QBSI)	6/1/2012	6/1/2018	City of Tempe Attn: Cable Policy Administrator 120 E. 5th St. Tempe, AZ 85281	Cox
Paradise Valley, AZ (QBSI)		3/1/2015	Town Manager Town of Paradise Valley Paradise Valley, AZ	Cox
Apache Junction, AZ	3/1/2015	3/1/2020	City of Apache Junction 300 E Superstition Blvd	MediaCom



## EXHIBIT D

(QBSI)			Apache Junction, AZ 85119 Attn: City Attorney	
Colorado Springs, CO (QBSI)	7/24/2012	7/24/2022	City Colorado Springs 30 South Nevada Avenue, Suite 701 Colorado Springs, CO 80903 ATTN: Cable Franchise Compliance Officer	Comcast
Denver, CO (QBSI)	3/23/2015	3/23/2025	City of Denver Attn: Alan DeLollis 1437 Bannock St Rm 002 Denver, CO 80202	Comcast
Monument, CO (QBSI)	2/10/2012	2/10/2022 automatic 5 year renewal	Town of Monument 645 Beacon Light Road Monument, CO 80132	Comcast
Fountain, CO (QBSI)	1/1/2013	1/1/2013	City of Fountain Attn: City Manager 116 S Main Street Fountain, CO 80817	Comcast
El Paso County, CO (QBSI)	6/28/2012	06/28/2018	Office of the County Attorney El Paso County, Colorado 200 S Cascade Ave. Suite 150 Colorado Springs, CO 80903	Comcast
Gypsum, CO (CTBSI)	10/3/2013	10/3/2023	Town of Gypsum Attn: Town Manager P.O. Box 130 Gypsum, CO 81637	CenturyLink
Eagle, CO (CTBSI)	04/25/2014	04/25/2024	Town of Eagle Town Manager 200 Broadway, P.O. Box 609 Eagle, CO 81631	CenturyLink
Eagle County, CO (CTBSI)	12/31/2013	12/31/2023	Office of the County Attorney Eagle County, Colorado 500 Broadway P.O. Box 850 Eagle, CO 81631	Comcast
Centennial, CO (QBSI)	9/1/2014	8/31/2022	City Manager, City of Centennial 13133 E. Arapahoe Road Centennial, CO 80112	Comcast
Littleton, CO (QBSI)	10/1/2014	9/30/2020	City of Littleton Attn: City Manager 2255 West Berry Avenue Littleton, CO 80120	Comcast
Castle Rock, CO (QBSI)	9/1/2014	8/31/2020	Town of Castle Rock Attn: Deputy Town Manager 100 N. Wilcox St Castle Rock, CO 80104	Comcast

## EXHIBIT D

Parker, CO (QBSI)	10/6/2014	10/5/2020	Town of Parker Attn: Elise Penington 20120 E. Main Street Parker, CO 80138- 7334	Comcast
Jefferson County, CO (QBSI)	8/1/2014	7/31/2019	Transportation and Engineering Division 100 Jefferson County Parkway Golden, CO 80419	Comcast
Lone Tree, CO (QBSI)	11/6/2014	11/5/2020	City of Lone Tree Attn: Seth Hoffman/ Kristen Knoll 9220 Kimmer Drive, Suite 100 Lone Tree, CO 80124	Comcast
Douglas County, CO (QBSI)	1/4/2000	1/4/2015	Douglas County Administrator 100 Third Street Castle Rock, Colorado 80104	Comcast
Papillion, NE (QBSI)	4/2/2013	4/2/2020	City Clerk 122 East Third St. Papillion, NE 68046	Cox
Springfield, NE (QBSI)	1/31/2013	1/31/2028	Office of City Clerk 170 North 3rd Street P. O. Box 189 Springfield, Nebraska 68059	Charter
Gretna, NE (QBSI)	6/11/2013	6/11/2023	City Attorney Jeff C. Miller Young and White Law Office 8742 Frederick Street Omaha, NE 68124	Charter
Ralston, NE (QBSI)	5/7/2013	5/7/2023	City Clerk Ralston City Hall 5500 South 77th Street Ralston, Nebraska 68127	Time Warner
La Vista, NE (QBSI)	8/6/2013	8/6/2023	City Clerk City of La Vista, Nebraska 8116 Parkview Boulevard La Vista, NE 68128	Cox
Bellevue, NE (QBSI)	5/13/2013	5/13/2023	City Clerk 210 W Mission Ave Bellevue, NE 68005	Cox
Omaha, NE (QBSI)	12/5/2012	12/5/2022	City Clerk 1819 Farnam Street, Ste LC-1 Omaha, NE 68183	Cox
Douglas County, NE (QBSI)	1/1/2013	1/1/2028	Douglas County Clerk 1819 Farnam Street, Room H08 Omaha, NE 68183	Cox
Sarpy County, NE (QBSI)	12/4/2012	12/5/2022	Sarpy County Clerk 1210 Golden Gate Drive, Papillion, NE 68046-2894	Cox
Salt Lake City, UT (QBSI)	2/3/2006	11/1/2020	Rocky Fluhart Chief Administrative Officer Management Services Department 451 South State St.,	Comcast



## EXHIBIT D

			Room 238 Salt Lake Municipality, UT 84111	
Salt Lake County, UT (QBSI)	3/31/2015	3/31/2021	Salt Lake County Attention: Patrick Leary 2001 South State Street N3- 200 Salt Lake City, UT 84114	Comcast
Saratoga Springs, UT (QBSI)	6/2/2007	6/1/2022	City of Saratoga Springs Attn: Ken Leetham, City Manager 1307 North Commerce Drive Suite 200 Saratoga Springs, UT 84043	Comcast
South Jordan, UT (QBSI)	12/7/2004	12/6/2019	City of South Jordan Attn City Manager 1600 West Towne Center Dr South Jordan, UT 84095	Comcast
Highland, UT (QBSI)	11/19/2007	11/19/2017	City Administrator 5378 W 10400 North Highland, UT 84003	Comcast

Franchises operated pursuant to Statewide Video Franchise Laws

Las Vegas, NV (CTBSI)
North Las Vegas, NV (CTBSI)
Clark County, NV (CTBSI)
Henderson, NV (CTBSI)
Tallahassee, FL (CTBSI)
Fort Myers, FL (CTBSI)
Orlando, FL (CTBSI)
Columbia, MO (CTBSI)
Raleigh/Durham DMA, NC (CTBSI)
LaCrosse DMA, WI (CTBSI)
Council Bluffs, IA

## EXHIBIT D

(QBSI)
Pottawattamie County, IA (QBSI)
Carter Lakes, IA (QBSI)



**CenturyLink prism****Colorado Springs Channel Lineup****Contact CenturyLink**

Sales: 877-299-0172

Support: 866-314-4148

**Prism™ Essential**

1167 A&E HD	1451 HGTV HD	1638 NHL Network HD
167 A&E	451 HGTV	638 NHL Network
13 ABC (KRDQ)	271 History	1314 Nickelodeon HD
1179 ABC Family HD	1203 HLN HD	314 Nickelodeon
179 ABC Family	203 HLN	1368 Oxygen HD
1013 ABC HD (KRDQDT)	1422 Home Shopping Network HD	368 Oxygen
1681 Altitude 2 HD	19 Home Shopping Network	106 Pay Per View Events HD
691 Altitude 2	422 Home Shopping Network	1101 Pay Per View Events HD
1690 Altitude Sports HD	1261 ID HD	101 Pay Per View Events
690 Altitude Sports	261 ID	8 PBS (KTSC)
1796 AMC HD	1428 Jewelry Television HD	16 PBS Create (KTSCDT2)
796 AMC	30 Jewelry Television	1008 PBS HD (KTSCDT)
1105 AXS TV	428 Jewelry Television	8002 Pikes Peak Community College
310 Baby First TV	1188 Justice Central HD	8003 Pikes Peak Library District
1156 BET HD	168 Justice Central	9161 Premier League Extra Time 1 HD
156 BET	49 LATV (KVSNDT2)	9161 Premier League Extra Time 1 HD
1222 Bloomberg HD	1361 Lifetime HD	9151 Premier League Extra Time 1
222 Bloomberg	361 Lifetime	9151 Premier League Extra Time 1
327 Boomerang	354 Lifetime Real Women	9162 Premier League Extra Time 2 HD
1182 Bravo HD	1362 LMN HD	9162 Premier League Extra Time 2 HD
182 Bravo	362 LMN	9152 Premier League Extra Time 2
1650 BTN HD	5129 MC 770s	9152 Premier League Extra Time 2
660 BTN	5128 MC 780s	9163 Premier League Extra Time 3 HD
1651 BTN2 HD	5127 MC 790s	9163 Premier League Extra Time 3 HD
651 BTN2	5116 MC Adult Alternative	9153 Premier League Extra Time 3
1652 BTN3 HD	5115 MC Alternative	9153 Premier League Extra Time 3
652 BTN3	5146 MC Blues	9164 Premier League Extra Time 4 HD
1230 C-SPAN HD	5134 MC Classic Country	9164 Premier League Extra Time 4 HD
230 C-SPAN	5118 MC Classic Rock	9154 Premier League Extra Time 4
1231 C-SPAN2 HD	5149 MC Classical Masterpieces	9154 Premier League Extra Time 4
231 C-SPAN2	5135 MC Contemporary Christian	9165 Premier League Extra Time 5 HD
1327 Cartoon Network HD	5133 MC Country Hits	9165 Premier League Extra Time 5 HD
326 Cartoon Network	5103 MC Dance	9155 Premier League Extra Time 5
11 CBS (KKTU)	5148 MC Easy Listening	9155 Premier League Extra Time 5
1011 CBS HD (KKTUVD)	5111 MC Gospel	90 Prism Applications
411 CenturyLink Information	5105 MC Hip-Hop and R&B	88 Prism EDU Channels
1411 CenturyLink Information	5107 MC Hip-Hop Classics	92 Prism Games
1018 City of Colorado Springs HD	5101 MC Hit List	301 Prism Kids
18 City of Colorado Springs	5104 MC Indie	201 Prism News
1526 CMT HD	5145 MC Jazz	601 Prism Sports
526 CMT	5124 MC Kidz Only!	1420 QVC HD
1216 CNBC HD	5150 MC Light Classical	7 QVC
216 CNBC	5120 MC Love Songs	420 QVC
1202 CNN HD	5114 MC Metal	1799 Reelz Channel HD
202 CNN	5138 MC Mexicana	799 Reelz Channel
8004 Colorado Springs School District 11	5137 MC Musica Urbana	760 Roots Rocky Mountain
8005 Colorado Springs School District 12, 20 and 49	5122 MC Party Favorites	1760 Roots Rocky Mountain HD
1141 Comedy Central HD	5131 MC Pop Country	1424 ShopHQ HD
141 Comedy Central	5121 MC Pop Hits	424 ShopHQ
1121 Discovery Channel HD	5136 MC Pop Latino	1146 Spike TV HD
121 Discovery Channel	5102 MC Pop Rhythmic	146 Spike TV
1303 Disney Channel HD	5109 MC R&B Classics	1337 Sprout HD
303 Disney Channel	5110 MC R&B Soul	337 Sprout
9989 DVR	5106 MC Rap	1152 Syfy HD
9989 DVR	5112 MC Reggae	152 Syfy
1134 E! HD	5117 MC Rock Hits	1580 TBN HD
135 E!	5113 MC Rock	580 TBN
603 ESPN Classic	5140 MC Romances	1113 TBS HD
1602 ESPN HD	5147 MC Singers & Swing	113 TBS
28 ESPN	5144 MC Smooth Jazz	5123 Teen MC
602 ESPN	5119 MC Soft Rock	14 Telemundo (KRDQDT2)
1606 ESPN2 HD	5130 MC Solid Gold Oldies	3007 Telemundo (KRDQDT2)
29 ESPN2	5141 MC Sounds of the Seasons	20 The CW (KXTU)
606 ESPN2	5143 MC Soundscapes	1225 The Weather Channel HD
1562 EWTN HD	5142 MC Stage & Screen	225 The Weather Channel
562 EWTN	5108 MC Throwback Jams	1251 TLC HD
1453 Food Network HD	5132 MC Today's Country	281 TLC
453 Food Network	5125 MC Toddler Tunes	1108 TNT HD
21 FOX (KXRM)	5139 MC Tropicales	108 TNT
1021 FOX HD (KXRM DT)	5126 MC Y2K	1255 Travel Channel HD
1210 FOX News Channel HD	1634 MLB Network HD	255 Travel Channel
210 FOX News Channel	634 MLB Network	1164 truTV HD
1620 FOX Sports 1 HD	1215 MSNBC HD	165 truTV
620 FOX Sports 1	215 MSNBC	51 TV 51 (KWH5)
9002 FOX Sports Pay Per View HD	1603 MTV HD	1139 TV Land HD
9002 FOX Sports Pay Per View HD	503 MTV	139 TV Land
9001 FOX Sports Pay Per View	193 Mun2	27 UniMas (KCHD)
9001 FOX Sports Pay Per View	10 My Network TV (KKTUVD2)	8001 University of Colorado Colorado Springs
1129 FX HD	1266 National Geographic Channel HD	48 Univision (KVSNDT)
129 FX	266 National Geographic Channel	1048 Univision HD (KVSNDT)
1131 FXX HD	5 NBC (KOAA)	1125 USA Network HD
131 FXX	1005 NBC HD (KOAADT)	125 USA Network
4004 Galavision HD	1640 NBC SN HD	15 V Me (KTSCDT3)
3004 Galavision	640 NBC SN	1102 Velocity HD
1641 Golf Channel HD	6 News 5 Now (KOAADT2)	1618 VH1 HD
641 Golf Channel	1630 NFL Network HD	519 VH1
1176 Hallmark Channel HD	630 NFL Network	1 Video On Demand
176 Hallmark Channel	629 NFL RedZone (Pay Per View)	1180 WGN HD
1106 HDNet Movies	1629 NFL RedZone HD (Pay Per View)	180 WGN

**Prism™ Complete**

Includes Prism™ Essential Plan channels.

1259 American Heroes Channel HD	1211 FOX Business Network HD	505 MTV2
259 American Heroes Channel	211 FOX Business Network	315 Nick 2

1253	Animal Planet HD	647	FOX College Sports Atlantic	1320	Nick Jr HD
253	Animal Planet	648	FOX College Sports Central	320	Nick Jr
1188	BBC America HD	649	FOX College Sports Pacific	1316	Nicktoons HD
188	BBC America	1621	FOX Sports 2 HD	316	Nicktoons
567	BYU TV	621	FOX Sports 2	1185	NUVOtv HD
1843	CBS Sports HD	1535	Fuse HD	185	NUVOtv
643	CBS Sports	535	Fuse	1256	Oprah Winfrey Network HD
515	Centric	1792	FX Movie Channel HD	257	Oprah Winfrey Network
153	Chiller	792	FX Movie Channel	1680	Outdoor Channel HD
161	Cloot	1272	FYI HD	680	Outdoor Channel
527	CMT Pure Country	272	FYI	1531	Ovation HD
1456	Cooking Channel HD	1148	G4 HD	531	Ovation
456	Cooking Channel	149	G4	1686	PAC 12 Mountain HD
1465	Destination America HD	1529	Great American Country HD	686	PAC 12 Mountain
465	Destination America	529	Great American Country	1258	SCIENCE HD
1335	Discovery Family HD	1174	GSN HD	258	SCIENCE
335	Discovery Family	174	GSN	1642	Sportsman Channel HD
468	Discovery Fit & Health	1274	H2 HD	642	Sportsman Channel
1307	Disney Junior HD	274	H2	322	Teen Nick
307	Disney Junior	1794	Hallmark Movies & Mysteries HD	507	Tr3s
1305	Disney XD HD	794	Hallmark Movies & Mysteries	1790	Turner Classic Movies HD
305	Disney XD	1797	IFC HD	790	Turner Classic Movies
1454	DIY Network HD	798	IFC	1157	TV One HD
454	DIY Network	564	Inspiration Network	157	TV One
1604	ESPN News HD	1195	ION HD	1104	Universal HD
604	ESPN News	195	ION	521	VH1 Classic
1605	ESPNU HD	184	Logo	522	VH1 Soul
605	ESPNU	509	MTV Hits	1372	WE tv HD
1380	Esquire TV HD	510	MTV U	373	WE tv
381	Esquire TV	1505	MTV2 HD	132	Youtoo America

**Prism™ Preferred**

Includes Prism™ Complete Plan channels.

220	Al Jazeera America	1172	MyDestination.TV HD	1852	Showtime HD (E)
159	ASPIRE	172	MyDestination.TV	1853	Showtime HD (W)
1470	AWE HD	1264	NASA TV HD	864	Showtime Next (E)
470	AWE	284	NASA TV	865	Showtime Next (W)
1219	BBC World News HD	1267	Nat Geo Wild HD	1864	Showtime Next HD (E)
219	BBC World News	267	Nat Geo Wild	1865	Showtime Next HD (W)
1540	Blue Highways TV HD	1209	One America News Network HD	880	Showtime On Demand
540	Blue Highways TV	209	One America News Network	1880	Showtime On Demand
1232	C-SPAN3 HD	1678	Outside TV HD	856	Showtime Showcase (E)
232	C-SPAN3	678	Outside TV	857	Showtime Showcase (W)
1169	Cars, TV HD	1683	PAC 12 Arizona HD	1856	Showtime Showcase HD (E)
169	Cars, TV	683	PAC 12 Arizona	1857	Showtime Showcase HD (W)
217	CNBC World	1684	PAC 12 Bay Area HD	866	Showtime Women (E)
205	CNN	684	PAC 12 Bay Area	867	Showtime Women (W)
1142	Comedy TV HD	1685	PAC 12 Los Angeles HD	1866	Showtime Women HD (E)
142	Comedy TV	685	PAC 12 Los Angeles	1867	Showtime Women HD (W)
1163	Crime & Investigation HD	1687	PAC 12 Oregon HD	118	Smithsonian Channel (E)
163	Crime & Investigation	687	PAC 12 Oregon	119	Smithsonian Channel (W)
263	DoD News	1688	PAC 12 Washington HD	1118	Smithsonian Channel HD (E)
932	ENCORE (E)	688	PAC 12 Washington	1119	Smithsonian Channel HD (W)
933	ENCORE (W)	1682	PAC12 Network HD	1791	Sony Movie Channel HD
938	ENCORE Action (E)	582	PAC12 Network	791	Sony Movie Channel
939	ENCORE Action (W)	1170	Pets, TV HD	902	Starz! (E)
1938	Encore Action HD (E)	170	Pets, TV	903	Starz! (W)
942	ENCORE Black (E)	1492	Pivot HD	908	Starz! Cinema (E)
943	ENCORE Black (W)	492	Pivot	909	Starz! Cinema (W)
1942	Encore Black HD (E)	1787	PixL HD	1908	Starz! Cinema HD (E)
934	ENCORE Classic (E)	787	PixL	910	Starz! Comedy (E)
935	ENCORE Classic (W)	1468	Recipe, TV HD	911	Starz! Comedy (W)
1934	ENCORE Classic HD (E)	458	Recipe, TV	1810	Starz! Comedy HD (E)
946	ENCORE Espanol	1916	Retroplex HD	904	Starz! Edge (E)
944	ENCORE Family (E)	916	Retroplex	905	Starz! Edge (W)
945	ENCORE Family (W)	1538	Revolt HD	1904	Starz! Edge HD
1932	Encore HD (E)	538	Revolt	1902	Starz! HD (E)
1933	Encore HD (W)	1476	RFD TV HD	1903	Starz! HD (W)
951	ENCORE On Demand	476	RFD TV	906	Starz! In Black (E)
1951	Encore On Demand	474	RLTV	907	Starz! In Black (W)
936	ENCORE Suspense (E)	1607	SEC Network HD	1906	Starz! In Black HD
937	ENCORE Suspense (W)	1608	SEC Network Overflow 1 HD	912	Starz! Kids and Family (E)
1936	ENCORE Suspense HD (E)	608	SEC Network Overflow 1	913	Starz! Kids and Family (W)
940	ENCORE Westerns (E)	1609	SEC Network Overflow 2 HD	1912	Starz! Kids and Family HD
941	ENCORE Westerns (W)	609	SEC Network Overflow 2	931	Starz! On Demand
1133	ES, TV HD	607	SEC Network	1931	Starz! On Demand
133	ES, TV	1789	Shorts HD	575	The Word Network
890	Flix (E)	789	Shorts	882	TMC (E)
892	Flix On Demand	852	Showtime (E)	883	TMC (W)
1892	Flix On Demand	853	Showtime (W)	1882	TMC HD (E)
1658	Go! TV HD	854	Showtime 2 (E)	1883	TMC HD (W)
656	Go!TV (English)	855	Showtime 2 (W)	888	TMC On Demand
672	HRTV	1854	Showtime 2 HD (E)	1888	TMC On Demand
1914	Indieplex HD	1855	Showtime 2 HD (W)	884	TMC Xtra (E)
914	Indieplex	860	Showtime Beyond (E)	885	TMC Xtra (W)
1590	Jewish Broadcasting Service HD	861	Showtime Beyond (W)	1884	TMC Xtra HD (E)
590	Jewish Broadcasting Service	1860	Showtime Beyond HD (E)	1885	TMC Xtra HD (W)
1147	MAVTV HD	1861	Showtime Beyond HD (W)	670	TVG
147	MAVTV	858	Showtime Extreme (E)	644	Universal Sports
1116	MGM HD	859	Showtime Extreme (W)	1644	Universal Sports HD
116	MGM	1858	Showtime Extreme HD (E)	1559	UP HD
276	Military History	1859	Showtime Extreme HD (W)	559	UP
1788	MOVIEPLEX HD	862	Showtime Family (E)	1679	World Fishing Network HD
788	MOVIEPLEX	863	Showtime Family (W)	679	World Fishing Network

**Prism™ Premium**

Includes Prism™ Preferred Plan channels.

1840	5 Star Max HD	811	HBO Comedy (W)	812	HBO Zone (E)
840	5 Star Max	1810	HBO Comedy HD (E)	813	HBO Zone (W)
836	ActionMAX (E)	1811	HBO Comedy HD (W)	1812	HBO Zone HD (E)
837	ActionMAX (W)	806	HBO Family (E)	1813	HBO Zone HD (W)
1836	ActionMAX HD (E)	807	HBO Family (W)	1804	HBO2 HD (E)
1837	ActionMAX HD (W)	1806	HBO Family HD (E)	1805	HBO2 HD (W)
1846	Cinemax HD	1807	HBO Family HD (W)	834	MoreMAX (E)



846	Cinemax	1802	HBO HD (E)	835	MoreMAX (W)
832	Cinemax (E)	1803	HBO HD (W)	1834	MoreMax HD (E)
833	Cinemax (W)	814	HBO Latino (E)	1835	MoreMax HD (W)
1832	Cinemax HD (E)	815	HBO Latino (W)	1842	Movie MAX HD
1833	Cinemax HD (W)	1814	HBO Latino HD (E)	842	MovieMAX
850	Cinemax On Demand	1815	HBO Latino HD (W)	1844	Outer Max HD
1850	Cinemax On Demand	830	HBO On Demand	844	OuterMAX
802	HBO (E)	1830	HBO On Demand	838	ThrillerMAX (E)
803	HBO (W)	808	HBO Signature (E)	839	ThrillerMAX (W)
804	HBO 2 (E)	809	HBO Signature (W)	1838	ThrillerMax HD (E)
805	HBO 2 (W)	1808	HBO Signature HD (E)	1839	ThrillerMax HD (W)
810	HBO Comedy (E)	1809	HBO Signature HD (W)		

**Premium Packages Available as Add-ons:**

Preferred and Premium plans include select Add-on Channels.

**Cinemax Add-on Package**

1840	5 Star Max HD	833	Cinemax (W)	1842	Movie MAX HD
840	5 Star Max	1832	Cinemax HD (E)	842	MovieMAX
836	ActionMAX (E)	1833	Cinemax HD (W)	1844	Outer Max HD
837	ActionMAX (W)	850	Cinemax On Demand	844	OuterMAX
1836	ActionMAX HD (E)	1850	Cinemax On Demand	838	ThrillerMAX (E)
1837	ActionMAX HD (W)	834	MoreMAX (E)	839	ThrillerMAX (W)
1846	Cinemax HD	835	MoreMAX (W)	1838	ThrillerMax HD (E)
846	Cinemax	1834	MoreMax HD (E)	1839	ThrillerMax HD (W)
832	Cinemax (E)	1835	MoreMax HD (W)		

**International-AI-Carte Add-on Package**

3740	Al Jazeera America	3682	Filipino on Demand	3703	TV Asia
3710	Bollywood Hits on Demand	3802	Rai Italia	3680	TV Japan
3682	Channel One Russia	3704	Sony Entertainment Television Asia (SET Asia)	3832	TV5 Monde
3603	China Central TV	3706	STAR India PLUS	3702	Zee TV
3604	CTI-Zhong Tian Channel	3681	The Filipino Channel		

**Paquete Latino Add-on Package**

3146	Bandamax	3102	Discovery en Espanol	3056	La Familia Cosmovision
3053	Boomerang en Espanol	3103	Discovery Familia	3017	Latele Novela
3022	Cable Noticias	3051	Disney en Espanol	3149	Rimosen Latino
3054	Cartoon Network en Espanol	3052	Disney XD Espanol	3078	TBN Enlace
3025	Cine Mexicano	3302	ESPN Deportes	3143	Telehit
3127	Cine Sony	3077	EWTN en Espanol	3024	TV Chile
3202	CNN en Espanol	3303	FOX Deportes	3020	Video Rola
3128	De Pelicula	3304	GoTV	3013	WAPA America
3129	De Pelicula Clasico	3104	History en Espanol		

**Starz/Encore Add-on Package**

932	ENCORE (E)	1951	Encore On Demand	910	Starz! Comedy (E)
933	ENCORE (W)	936	ENCORE Suspense (E)	911	Starz! Comedy (W)
938	ENCORE Action (E)	937	ENCORE Suspense (W)	1910	Starz! Comedy HD (E)
939	ENCORE Action (W)	1936	ENCORE Suspense HD (E)	904	Starz! Edge (E)
1938	Encore Action HD (E)	940	ENCORE Westerns (E)	905	Starz! Edge (W)
942	ENCORE Black (E)	941	ENCORE Westerns (W)	1904	Starz! Edge HD
943	ENCORE Black (W)	1914	Indieplex HD	1902	Starz! HD (E)
1942	Encore Black HD (E)	914	Indieplex	1903	Starz! HD (W)
934	ENCORE Classic (E)	1788	MOVIEPLEX HD	906	Starz! In Black (E)
935	ENCORE Classic (W)	788	MOVIEPLEX	907	Starz! In Black (W)
1934	ENCORE Classic HD (E)	1916	Retroplex HD	1905	Starz! In Black HD
946	ENCORE Espanol	916	Retroplex	912	Starz! Kids and Family (E)
944	ENCORE Family (E)	902	Starz! (E)	913	Starz! Kids and Family (W)
945	ENCORE Family (W)	903	Starz! (W)	1912	Starz! Kids and Family HD
1932	Encore HD (E)	908	Starz! Cinema (E)	931	Starz! On Demand
1933	Encore HD (W)	909	Starz! Cinema (W)	1931	Starz! On Demand
951	ENCORE On Demand	1908	Starz! Cinema HD (E)		

**Showtime Add-on Package**

890	Flix (E)	1858	Showtime Extreme HD (E)	1857	Showtime Showcase HD (W)
892	Flix On Demand	1859	Showtime Extreme HD (W)	856	Showtime Women (E)
1892	Flix On Demand	862	Showtime Family (E)	857	Showtime Women (W)
852	Showtime (E)	863	Showtime Family (W)	1866	Showtime Women HD (E)
853	Showtime (W)	1852	Showtime HD (E)	1867	Showtime Women HD (W)
854	Showtime 2 (E)	1853	Showtime HD (W)	882	TMC (E)
855	Showtime 2 (W)	864	Showtime Next (E)	883	TMC (W)
1854	Showtime 2 HD (E)	865	Showtime Next (W)	1882	TMC HD (E)
1855	Showtime 2 HD (W)	1864	Showtime Next HD (E)	1883	TMC HD (W)
860	Showtime Beyond (E)	1865	Showtime Next HD (W)	888	TMC On Demand
861	Showtime Beyond (W)	880	Showtime On Demand	1888	TMC On Demand
1860	Showtime Beyond HD (E)	1880	Showtime On Demand	884	TMC Xtra (E)
1861	Showtime Beyond HD (W)	856	Showtime Showcase (E)	885	TMC Xtra (W)
858	Showtime Extreme (E)	857	Showtime Showcase (W)	1884	TMC Xtra HD (E)
859	Showtime Extreme (W)	1856	Showtime Showcase HD (E)	1885	TMC Xtra HD (W)

**HBO Add-on Package**

802	HBO (E)	1808	HBO Family HD (E)	808	HBO Signature (E)
803	HBO (W)	1807	HBO Family HD (W)	809	HBO Signature (W)
804	HBO 2 (E)	1802	HBO HD (E)	1808	HBO Signature HD (E)
805	HBO 2 (W)	1803	HBO HD (W)	1809	HBO Signature HD (W)
810	HBO Comedy (E)	814	HBO Latino (E)	812	HBO Zone (E)
811	HBO Comedy (W)	815	HBO Latino (W)	813	HBO Zone (W)
1810	HBO Comedy HD (E)	1814	HBO Latino HD (E)	1812	HBO Zone HD (E)

1811 HBO Comedy HD (W)  
806 HBO Family (E)  
807 HBO Family (W)

1815 HBO Latino HD (W)  
830 HBO On Demand  
1830 HBO On Demand

1813 HBO Zone HD (W)  
1804 HBO2 HD (E)  
1805 HBO2 HD (W)



# Prism Rates

	Prism Basic	Prism Essential	Prism Complete	Prism Preferred	Prism Premium
Promotional Rate	N/A	\$54.99	\$69.99	\$ 84.99	\$114.99
Rack Rate	\$29.99	\$74.99	\$89.00	\$104.99	\$134.99

## EXHIBIT G

**CenturyLink has the ability to raise rates and change Services and Equipment, with notice to Subscribers, in certain instances. See Section 1(I) for applicable terms and conditions.**

### CENTURYLINK PRISM TV SERVICES SUBSCRIBER AGREEMENT

This subscriber agreement ("Agreement") governs your use of digital television services, marketed as "Prism TV" and any other services that CenturyTel Broadband Services, LLC (or other, applicable CenturyLink operating company providing the Services at your location) ("CenturyLink") provides now or in the future via a digital television platform (collectively, "Services"). This Agreement will remain in full force and effect until terminated as provided for below. For purposes of this Agreement, the terms "we" or "us" or "our" refer to CenturyLink. For purposes of this Agreement, the terms "you" or "your" or "Subscriber" refer to you, the Services subscriber, including all other members and/or guests of the Subscriber Location where CenturyLink provides Services and Equipment.

THIS AGREEMENT DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH WE WILL PROVIDE SERVICES AND EQUIPMENT TO BOTH RESIDENTIAL AND BUSINESS SUBSCRIBERS. Unless a section is specifically noted as applying only to residential or business subscribers, respectively, the terms and conditions of this Agreement apply to both residential and business subscribers. **You should carefully read this Agreement, including the required use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and the limitations on the remedies available to you in the event of a dispute, as fully described in the "DISPUTE RESOLUTION" section of this Agreement.**

You must accept this Agreement as a condition of receiving Services and Equipment. If you are a residential subscriber, you must be at least 18 years of age to accept this Agreement, and by accepting this Agreement, you confirm you are an adult of at least 18 years of age. If you are a business subscriber, by accepting this Agreement, you confirm (through your duly authorized representative) that you are a corporation, partnership, or other legal entity duly formed and in good standing where required to do business with all legal authority and power to accept this Agreement; and you are also confirming that this Agreement constitutes a valid and binding obligation of yours. All use of the Services and Equipment, whether or not authorized by you, shall be deemed your use. You are responsible for ensuring that all use of the Services and Equipment complies with this Agreement.

**If you are a new Services subscriber, your enrollment in, activation of, or paying for Services constitutes your acceptance of this Agreement, and its terms and conditions will be legally binding upon you.** If you do not accept this Agreement, do not use the Services and notify CenturyLink immediately to cancel the Services.

#### 1. SERVICES

- A. **Required CenturyLink Services; Optional Value-Added Services.** Services require you to subscribe to, at a minimum, a qualifying CenturyLink telephone service ("Qualifying Voice Services") at all times. If you cancel, terminate, or change your Qualifying Voice Services to non-qualifying services, CenturyLink may terminate or suspend your Services, and you will be responsible for charges described in the "Charges" subsection of this Agreement. In some locations, Services or Associated Services (as defined below) may require you to subscribe to qualifying CenturyLink High-Speed Internet services ("Qualifying HSI Services"). When required to have Qualifying HSI Services, you will be precluded from subscribing to high-speed Internet services from any other provider. If you cancel, terminate, or change Qualifying HSI Services to non-qualifying services, CenturyLink reserves the right to terminate or suspend Services or Associated Services and assess any applicable charges, including charges described in the "Charges" subsection of this Agreement. CenturyLink may make available for purchase or use at no charge optional value-added or associated services that complement, enhance your use or enjoyment of Services, or are available with Services (collectively, "Associated Services"). Associated Services may be made available or removed by CenturyLink at any time with or without notice to you. If CenturyLink removes an Associated Service for which there is a charge to you, CenturyLink will cease charging you for such Associated Service in a manner consistent with the terms of this Agreement. For purposes of this Agreement and except to the extent otherwise specified here or under any specific terms and conditions for an individual Associated



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Service, all Associated Services are considered to be a subset of Services and included in such definition.

- B. Viewing Limitations.** Services are provided to you for your home or business location, depending on your type of Services subscription (each, a “Subscription Location”). You agree that the Services provided will not be viewed in a manner inconsistent with your type of Services subscription and you will not permit Services to be viewed in an area other than the Subscription Location (*e.g.*, a residential subscriber will not permit the Services to be publicly viewed outside his/her residence); provided, however, CenturyLink may make available an Associated Service allowing you to view Services through an online or mobile application on CenturyLink-approved devices and equipment, at no charge or for additional monthly and/or one-time charges. The Services may not be rebroadcast, transmitted, recorded in an unauthorized manner, or performed, nor may admission be charged for listening to or viewing any Services provided by us. If we later determine that you utilized your Equipment (as defined in the “**EQUIPMENT**” section of this Agreement), or sold, leased or otherwise gave possession or use of the same to a third party whom you knew or reasonably should have known intended to use such Equipment to permit the viewing of the Services in a manner inconsistent with your type of Services subscription (for example, Equipment assigned to a residential subscription being used to support a commercial establishment or any other area open to the public), we may terminate the Services and in addition to all other applicable fees, you agree to pay us the difference between the price actually paid for the Services and the full rate and charges associated with the type of Services subscription you were enabling. The payment of that amount and/or the termination of Services will not prejudice our ability to exercise any other rights and remedies we may have under this Agreement, at law, in equity, or otherwise. Services are provided in standard definition, but you may choose to add high definition Services to your account for an additional monthly charge. High definition availability and the maximum number of high definition video streams available to a Subscriber depends on the actual location of the Subscription Location and does not depend on the number of set-top box receivers at the Subscription Location. Certain Services transmitted by us, including but not limited to some subscription Services, sporting events and broadcast network Services, may be blacked out in your area of reception. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action. **In our sole discretion and without liability to you, we may place restrictions on the use of your Services, and immediately disrupt, suspend, or terminate your Services without notice for violations, suspected violations, or to prevent violations of this Agreement.**
- C. Modem; Set-Top Box Receivers; Multiple Subscription Locations.** To independently tune televisions within your Subscription Location, a separate set-top box receiver (including tuner) is required for each television. The Services include a modem, which will be assessed a separate, monthly charge. Depending on your selected programming package, a set-top box receiver may be included. You will be assessed an additional monthly charge if you choose to add a set-top box receiver to a programming package where it is not otherwise included. You also will be assessed additional monthly charges if you choose to add more set-top box receivers to a programming package where one set-top box receiver is included, and each additional set-top box receiver is authorized to receive the same Services as your initial set-top box receiver. If you desire to receive Services at multiple Subscription Locations (including multiple residences within your dwelling or multiple business locations), you must open separate accounts for each Subscription Location. You agree that you will not directly or indirectly use a single account for the purpose of authorizing Services for multiple set-top box receivers that are not all located at the same Subscription Location. If we later determine that you have violated the terms of this section, we may terminate your Services and, in addition to all other applicable fees, you agree to pay us the difference between the amounts actually received by us and the full retail price for the Services authorized for each set-top box receiver on the account, whether owned by you or not. The payment of that amount and/or the termination of Services will not prejudice our ability to exercise any other rights and remedies we may have under this Agreement, at law, in equity, or otherwise.



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- D. Permission to Install Services and Equipment; Access; Site Preparation; Repair.** You represent and warrant that you have all rights necessary to authorize our installation and support of the Services and Equipment, including all necessary approvals to install, provide, repair, and/or maintain the Services and Equipment from any landlord or property owner other than you. When repairs or maintenance are needed, you agree to contact us for any technical and other Service support issues through the toll free numbers CenturyLink provides to you. In all instances, you will provide access to us or facilitate access for us upon our request during all hours consistent with the requirements of installation, repair, maintenance, and provision of Services, and you further grant to us and our subcontractors the limited right to come onto the property where the Subscription Location resides in your absence and without your prior consent in order to perform any repairs or maintenance on our facilities located outside or on the exterior of the applicable property. You will prepare the Subscriber Location to comply with Equipment manufacturers or our installation and maintenance specifications. You warrant that the Subscription Location is free of asbestos (whether encapsulated or exposed) and other hazardous materials as defined by federal or state law. If this warranty cannot be made prior to installing, repairing, or maintaining Services or Equipment, we will, in addition to any other legal or equitable remedies, (a) decline to make any Service or Equipment installations, repairs, or maintenance in areas known or suspected of containing hazardous materials; or (b) delay any Service or Equipment installation, repairs, or maintenance in areas known or suspected of containing hazardous materials until such areas or materials are resolved to our satisfaction.
- E. Physical Address; Moves.** When setting up your Services account, you agree to provide us with the physical street address where the Equipment will be located, and the physical street address that will constitute your billing address. A post office box does not constitute a physical address and is not sufficient to meet this requirement. If you move to another location (including a move within the same building), you are not guaranteed to have Services at that new location. CenturyLink must confirm that Services are available at that location, and additional or different charges may apply for Services at that location.
- F. Restrictions.**
- (1) General. You will not use the Services or Equipment in any manner not permitted by this Agreement, and you will not violate any law, rule, or regulation. You will not encourage or instruct any other individual or entity to do any of the foregoing.
  - (2) Abusive Behavior; Fraud. You will not harass, threaten, or defame CenturyLink, employees of CenturyLink, or any contractor or subcontractor of CenturyLink. You will not commit any fraud or act fraudulently in any way related to Services or Equipment, or enable or assist anyone in any fraudulent activities or behavior.
  - (3) Privacy. You will neither violate the privacy rights of any person or collect or disclose any personal address, social security number, or any other personally identifiable information without the written consent of the individual to which the information relates.
  - (4) Intellectual Property. You will not infringe upon the copyrights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity, including any such rights related to Services or Equipment. You will neither reproduce, publish, or disseminate the works of authorship of any other person or entity without the written permission of the copyright holder, nor reproduce, modify, adapt, prepare derivative works of, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit Services or the Equipment.
  - (5) Hacking, Viruses, and Network Attacks. You will neither access any account without authorization, nor attempt to penetrate or disable any security system. You will not intentionally distribute a virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any communications system or website. You



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will not use any automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Services or Equipment. You will not attempt to access or otherwise interfere with the account of other users of Services or Equipment.

- G. Services and Equipment Under Special Arrangements.** Some subscribers may receive Services and Equipment through special arrangements with their landlord, property owner, or property developer or manager. If you have such an arrangement, this Agreement will apply to the Services and Equipment (except that CenturyLink may not directly charge you for Services and Equipment) provided to you as part of the special arrangement, and the Equipment return provisions may not apply to you. All charges and fees for Services to which you subscribe in addition to the special arrangement will be your responsibility. You may have an additional agreement or contract with your landlord, property owner, or property developer or manager that covers any applicable special arrangement. Any such additional agreement or contract is outside this Agreement and CenturyLink has no responsibility or obligations under such agreement, nor is bound by, the terms of such agreement. If the special arrangement with your landlord, property owner, or property developer or manager terminates, you will continue receiving Services and Equipment under CenturyLink's then-current, standard billing rates and terms and this Agreement.
- H. Promotions; Recommendations.** You may be eligible for certain discounts, features, promotions, and other benefits associated with your subscription to Services and Equipment, as we offer to you in marketing and informational materials (collectively, "**Promotions**"). All Promotions are provided to you so long as you continue to meet all qualification requirements, but each Promotion may be modified or terminated at any time as described in this Agreement or as described in the applicable Promotion materials. Unless otherwise set forth in the applicable Promotion materials, then-current, standard monthly rates, charges, and fees will be charged at the conclusion of the relevant Promotion period or when you no longer qualify for such Promotions. When we provide you with the Services, we obtain and use information about programming watched, recorded or accessed through your account. We use this data, in part, to: 1) make general recommendations to all customers (e.g., what programming is most popular among all viewers, etc.); and 2) make specific recommendations to customers based on their individual viewing habits. You can opt out of receiving the specific recommendations if you would like to, but you cannot opt out of receiving the general recommendations. To opt out of the collection and use of your viewing habits, follow the instructions in the User Guide.
- I. Changes in Services, Equipment, or this Agreement.** We reserve the right to change the terms of this Agreement, the Services, Equipment, and our prices or fees related to the Services and Equipment at any time. If the change is material, we will provide you written notice of the change and its effective date. The notice may be provided on your billing statement or by other, reasonable method of notice at our sole discretion, which may include bill inserts, separate mailings to you, email notification, recorded announcement, or posting of changes to terms and conditions, which terms and conditions are accessible through <http://www.centurylink.com/prismagreement>. We will not provide notice of changes to applicable taxes or surcharges, unless required by law or regulation. We will not provide notice to you regarding price decreases or the expiration of promotional pricing, offers, and terms. Changes will become effective on the date described in any notice. In the event of a change in the contents of any programming, programming packages or other Services, you understand and agree that we have no obligation to replace or supplement the programming, programming packages or other Services previously offered that have been deleted, rearranged or otherwise changed. You further understand and agree you will not be entitled to any refund because of a change in the contents of any programming, programming packages, or other Services previously offered. **Your continued use of the Services after any change constitutes your acceptance of any such changes in Services, prices, terms, or conditions, and the revised Agreement. Your sole remedy for any material changes made by us is your right to cancel the affected Service or terminate this Agreement.**



## EXHIBIT G

### 2. EQUIPMENT

- A. **Installation.** In order for you to receive the Services, it will be necessary for us to install certain reception or Service-enabling equipment consisting primarily of a modem, one set-top box receiver per TV installed, and any accompanying software, in addition to all reception or Service-enabling equipment and software that you may add in the future (collectively, "Equipment"). Equipment may be new or fully inspected and tested. We reserve the right to require you to purchase or rent the modem from us and disallow you to use any modem not provided or approved by CenturyLink in connection with the Services. You agree to pay all monthly charges assessed in connection with Equipment you rent from us to enable the Services, and pay all one-time charges assessed in connection with Equipment you purchase from us to enable the Services. The standard installation includes an initial, minimum number of set-top boxes per Subscriber account during the initial installation meeting. Additional installation charges will be assessed for each set-top box beyond the initial, minimum number of set-top boxes installed during the initial installation meeting. Additional installation charges also will be assessed for each set top box installed during subsequent installation meetings. You will provide reasonable cooperation to enable us or our agents to install, repair, or maintain Equipment. .
- B. **Set-Top Box Receiver.** Your set-top box receiver contains certain components and software which are proprietary to us or our suppliers. If you subscribe to the digital video recording ("DVR") service, CenturyLink may limit the number of set top box receivers on your Subscriber account that contains a DVR hard drive. Wireless set-top box receivers may be available in some locations, but the range of such wireless receivers is limited and coverage area may vary. CenturyLink reserves the right to limit the number of set-top box receivers that may be placed on a single account. The set-top box receiver is configured with digital rights management capability designed to prevent unauthorized duplication of copyrighted material. You agree that you will not try to tamper, modify, reverse-engineer, decompile or disassemble any software or hardware contained within your set-top box receiver, DVR hard drive, digital rights management capability, or modem. Such actions are strictly prohibited and may result in the termination of your Services and/or legal action. If a set-top box receiver is replaced for any reason, CenturyLink has no responsibility or obligation for any content, materials, or software on the replaced set-top box receiver. In such instances, any such content, materials, or software will not be saved or retained.
- C. **Loss of Equipment.** If your Equipment is stolen or otherwise removed from your Subscription Location without your authorization, you must notify CenturyLink immediately, but in any event, not more than three (3) business days after such removal to avoid liability for payment for unauthorized use of the Equipment. You may be liable for any unauthorized use that occurs after the date upon which we have received your timely notification.
- D. **Equipment Ownership.** Equipment will at all times remain our sole and exclusive property and we will have the right, at our sole discretion, to replace it with new or reconditioned equipment and to remove the Equipment upon cancellation or termination of Services. None of the Equipment will be deemed fixtures or part of your realty. Our ownership of the Equipment may be displayed by notice contained on the Equipment. You will have no right to pledge, sell, mortgage, give away or remove, relocate, alter or tamper with the Equipment (or any notice of our ownership thereon) at any time. Any work related to Equipment that we perform, including reinstallation, return of, or change in location of the Equipment, will be at the service rates in effect at the time of service. You will not attach any electrical or other devices to or otherwise alter the Equipment without our prior written consent. We have the right to make such filings as are necessary to evidence our ownership rights in the Equipment, and you agree to execute any and all documents as are necessary for us to make such filings.
- E. **Equipment Return following Service Cancellation or Termination; Return of Equipment Deposits.** Upon cancellation or termination of Services for any reason, Equipment must be returned to us as described below.



## EXHIBIT G

- (1) **Equipment Return.** You must return all Equipment to CenturyLink either (a) via direct return to the retail store (if CenturyLink advises you this option is available in your area); or (b) via a CenturyLink-designated delivery service. For return via delivery service, CenturyLink will send to your Subscription Location a box and a shipping label. Please put your equipment inside the box and place the shipping label on the outside of the box. You can drop the box at the designated delivery service location in your area. You can also call the designated delivery service and make arrangements for them to pick up the box. You will be responsible for charges related to the pickup of the box.
  - (2) **Applicable Charges.** Equipment that is not returned to us, Equipment that is returned later than 30 days following Service cancellation or termination or such other date specified by CenturyLink, or Equipment returned to us in a damaged condition, will result in additional charges to you. We reserve the right to determine, in our sole discretion, whether Equipment is damaged and the applicable amount to assess you for such damages.
  - (3) **Deposit Return.** If you provided a deposit for the Equipment, and we have not already returned it to you, and you are terminating all or a combination of CenturyLink services (including Services), we will return the deposit to you via invoice credit for the undamaged Equipment you actually return to CenturyLink via the process specified in subsections (1) and (2) above. If you provided a deposit for the Equipment, and we have not returned it to you, and you are terminating only Services, you must request (in writing or verbally to an authorized CenturyLink representative) that we refund the Equipment deposit to you. If you make such request, we will return the deposit to you via invoice credit for the undamaged Equipment you actually return via the process specified in subsections (1) and (2) above. We reserve the right to determine, in our sole discretion, whether Equipment is damaged. We will not return deposits for damaged Equipment.
- F. **Damage to Equipment.** You will notify us promptly by providing written notice to CenturyLink as described in the “**Notice**” subsection of this Agreement of any defect in, damage to, or accident involving the Equipment. All maintenance and repair of the Equipment will be performed by us or our designees. We may charge you for any repairs that are necessitated by any damage to, or misuse of, the Equipment, which determination will be made by CenturyLink, in its sole discretion. You are responsible for damage to the Equipment and Services located on your premises, excluding reasonable wear and tear or damage that we directly cause.
- G. **Software.**
- (1) **End User License Agreements.** Use of Services, including Associated Services, and Equipment may require or enable you to download, install, or use certain software that is owned by CenturyLink or third parties. By downloading, installing or using such software, you are agreeing to abide by the applicable terms of this Agreement. To utilize any licensed software associated with the Services or Equipment provided by our software vendors or licensors, you must agree to applicable software end user license agreements governing such software. If you decline, you will not be able to use the Services or Equipment. All such software end user license agreements are solely between you and our software vendors/licensors. We have no obligations or responsibility for such software. Your sole rights and obligations related to such software, in any way, are governed by the terms of your software license agreements with our vendors and licensors. You are responsible for any software not provided by our software vendors and licensors, including installation, operation, and maintenance. If any of your software impairs the Services, Equipment, or any of our products or services, we may, in our sole discretion, suspend the Services until you remedy such impairment or we may disconnect the Services. You also will continue to pay us for Services during any such impairment or Service suspension. CenturyLink and our software vendors and licensors have no liability if changes in Services or Equipment causes any of equipment or software you have provided to become obsolete, require alteration, or perform at lower



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levels. If any required or necessary software for the Services or Equipment is not accompanied by a software end user license agreement, CenturyLink grants you a limited, personal, revocable, nonexclusive, nontransferable, non-assignable license to install and use such software only for purposes in association with Services or Equipment, as applicable, and such license extends only to Subscriber's own use of such software. Software may be used in the United States only, and any export of the software is strictly prohibited.

- (2) No Modification. In all instances, you may not modify any software in any way or change or delete any copyrights, trademarks, service marks or other proprietary rights or notices of CenturyLink or a third party which appear or are used in connection with the software, Services, or Equipment. You agree that the software is the confidential and proprietary property of its owner and may not be disclosed or reproduced unless specifically authorized by CenturyLink or a third-party. In addition, you agree that you will not de-compile, disassemble, reverse engineer or otherwise reduce the software to a human readable form.
- (3) Ownership. You acknowledge that CenturyLink or its software vendors and licensors of the software, as applicable, own all right title and interest, including without limitation all copyright, patent, trademark, and trade secret rights in the software and related documentation, updates, and upgrades. You are not granted any ownership rights in the software and may not sublicense, loan, rent, lease, distribute, share, or otherwise transfer the software to anyone else.
- (4) Updates, Upgrades, or Changes. CenturyLink may alter, update, upgrade or change the software and related settings on Equipment at any time. You agree to cooperate with CenturyLink in performing such activities. A program downloaded to Equipment when Services are installed will perform automatic updates to certain Service-related software on a regular basis. This program may collect certain information necessary to perform this function. Any information collected as part of this process will be treated in accordance with the CenturyLink Privacy Policy.
- (5) License Termination. Your license to use software will remain in effect until terminated by CenturyLink or its software vendors and licensors, or until Services are terminated. If you subscribe to or otherwise use any third party services offered by CenturyLink in connection with the Services or Equipment, your use of such services is subject to the end user license agreement of that third party provider. Violation of those terms may, in our sole discretion, result in the termination of Services.

- H. **Electrical Wiring.** You acknowledge that CenturyLink may use existing wiring or alter existing wiring at the Subscription Location. You warrant that you own such existing wiring or have approvals from any landlord or property owner other than you to permit CenturyLink to use such existing wiring. You are responsible, at your expense, for all ground wire connections at the Subscription Location. You will also ensure availability of a separate electric source, circuits and power with suitable outlets at the Subscription Location. You will pay the cost of electricians or conduit, if required.
- I. **Proper Use.** You will properly use Equipment and will not, nor will you permit or assist others to, use Equipment for any purpose other than its intended purpose, fail to maintain a suitable environment according to the manufacturer's specifications, or tamper with Equipment. If you fail to comply, you will release us from our performance and liability obligations (including any warranty or indemnity obligations) to you and you will pay us all costs or damages we incur as a result of your breach.
- J. **Non-CenturyLink Equipment.** You are solely responsible for the compatibility and non-infringing use of any equipment other than Equipment that you add to, or otherwise used in

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conjunction with Equipment. Your use or combination of non-compatible or infringing equipment will, at our option, void any remaining warranty on Equipment or any Services that are adversely affected.

### 3. **TRANSFER OF SERVICES OR EQUIPMENT; ASSIGNMENT; VACATION SERVICES.**

- A. No Resale, Distribution, or Transfer; Assignment.** You will not to resell, distribute, or transfer this Agreement and/or the Service or Equipment via any means unless CenturyLink approves in advance and such action is consistent with CenturyLink policies and procedures. CenturyLink may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed. If we do that, we have no further obligations to you. You may not assign or transfer your Services or Equipment without our written consent.
- B. Vacation Service.** We offer a vacation option for Services. You must contact CenturyLink customer service and request to activate this option. We will keep the vacation option on your account until you notify us, up to a maximum of 6 months from the date that we activate the vacation option. Under the vacation option, no Service will be available and you will not attempt to use Services in any way. But all Services will remain on your account and we will invoice you for the current monthly recurring charge for Services under the vacation option. We will not invoice you for Service features during the vacation period, but all applicable taxes, fees, and surcharges will continue to be assessed while you are on the vacation option.

### 4. **BILLING AND PAYMENT**

- A. Charges.** We will bill you for Services on a monthly basis based on current prices and charges provided to you or posted to <http://www.centurylink.com>, and listed in any written information that we provide to you. In the event of conflict among these prices and charges, the most-current prices and charges govern. You agree to pay these charges and also, if applicable, any activation fees, installation charges (including charges related to unique installation requirements at your Subscription Location), Equipment charges, repair charges, replacements charges, connection charges, usage charges, monthly fees, monthly minimums, any other fees, surcharges, assessments, taxes, and federal, state, and local government or quasi-government imposed or permitted charges. Taxes and government fees and surcharges will be in the amounts that federal, state, and local authorities require or permit us to bill you. You agree to pay all taxes, franchise fees, surcharges, assessments, and other fees that are related to the Services or Equipment and included on your invoice or bill, unless you are exempt from these payments and provide documentary evidence of such exemption to us. Upon the cancellation or termination of Services for any reason prior to the end of a billing cycle, we will charge you the pro-rated monthly recurring charges for Services during the billing cycle (along with all applicable nonrecurring charges, taxes, franchise fees, surcharges, and other fees).
- B. Billing.** Monthly recurring charges ("MRCs") for your Services begin accruing when the Services are available for your use. You may be invoiced a prorated portion of any MRCs in the initial month of service. MRCs are billed in advance, while any usage charges, including video-on-demand and pay-per-view Services, generally are billed in arrears. If your monthly charges net to \$0, you may not be mailed a paper invoice. Invoice information will remain available in your account information located at <http://www.centurylink.com> or by calling us at the customer service number listed on your invoice, and an additional fee may be charged for invoice reprints.
- C. Payment.** You must pay all charges applicable to your Services, including all applicable taxes, fees, activation fees, and surcharges, in U.S. currency. Your payment due date will be set forth on your invoice. For each month in which any portion of your Services or Equipment charges are not paid by the due date on your invoice, we may charge you a late payment fee or interest on those unpaid balances equal to the maximum amount or interest rate, respectively, allowed by law. If we use a collection agency or initiate any legal action to recover amounts due, you agree to reimburse us for all expenses we incur to recover such amount or pay all such costs and expenses associated with such collections efforts, including attorneys' fees. We may charge you an



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insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. Our acceptance of late or partial payment (even those marked, "PAID IN FULL") and late payment charges will not constitute waiver of any of our rights to collect the full amount due under this Agreement.

- D. Disputed Charges.** Except as otherwise provided by applicable law, disputes concerning any invoiced charges must be raised within 30 days of the invoice date. You accept all charges not disputed within 30 days. However, you may dispute charges resulting from your failure to return Equipment to us in the manner and according to the timelines described in the "EQUIPMENT" section of this Agreement after the 30-day period described in this section, but such dispute may only specifically relate to the charges assessed for the return of the Equipment. CenturyLink and its customers waive all rights of subrogation against each other in connection with Services. To dispute a charge on your invoice, you must follow the dispute procedures in this Agreement.
- E. Credit Check; Deposits; Credit Limits.** Our provision of Services and Equipment to you is subject to our approval of your credit. As part of the credit approval process, CenturyLink may review your credit history on file with us and any credit reporting agency, and may require you to provide a deposit, advance payment, or other security prior to providing you with Services and Equipment. In addition, if your financial circumstance or payment history becomes reasonably unacceptable to CenturyLink after subscribing to Services, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Services and Equipment. Your failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide your payment history or other billing/charge information to any credit reporting agency or industry clearinghouse. If you fail to pay for Services or Equipment when due, we may, without providing notice to you, apply your deposit or advance payment to the amount owed. If you refuse to make a deposit or advance payment or otherwise establish acceptable credit, we reserve the right to refuse to provide you Services and Equipment, or terminate your existing Services and Equipment and assess any application termination fees. As we determine in our sole discretion and to the extent permitted by applicable law, we may set a credit limit on your account at any time. We may restrict the Services to which you have access if you exceed this credit limit. Once you establish and maintain a sufficient credit history with us, we may, in our sole discretion, return all or part of your deposits back to you in the manner we prescribe. Our deposit return policy related to Equipment only is described in the "EQUIPMENT" section of this Agreement.
- F. Early Termination Fee.** If you signed up for a plan that required you to agree to a term commitment for Services, you hereby agree to pay for the service for that term ("Term Plan"). Your Term Plan begins on the installation date. At the end of any Term Plan you may be given the option to select a new Term Plan. If you do not select a new Term Plan, your Service will automatically convert to a month-to-month Services plan at a monthly fee that may be higher than your current rate. If you select a new Term Plan, the terms of that plan will apply. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOUR SERVICES UNDER A TERM PLAN ARE TERMINATED BY YOU OR BY US BEFORE COMPLETING THAT TERM PLAN, THEN YOU AGREE TO PAY CENTURYLINK THE FOLLOWING EARLY TERMINATION FEE: either (a) an amount equal to \$10 multiplied by the number of months remaining in the then-current term commitment, or (b) such other amount as may be identified to you in a promotional offer (each, an "Early Termination Fee"). The Early Termination Fee described in this section represents our reasonable liquidated damages and is not a penalty.

### 5. CANCELLATION OF SERVICE

- A. Services Provided Month-to-Month or Under a Term Plan.** We provide Services and Equipment on either a month-to-month basis or under a Term Plan. For Services and Equipment offered on a month-to-month basis or under a Term Plan, this Agreement applies until either party terminates Services. If you continue to purchase Services and Equipment on a month-to-month



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basis after completion of the applicable Term Plan, this Agreement will continue to apply to such Services and Equipment.

- B. General Right to Cancel Services.** We or you have the right to cancel the Services for any reason at any time by notifying the other, including by providing written notice to the other as described in the **"Notice"** subsection of this Agreement. But the method by which you may terminate Services depends on whether you are terminating Services only, or all or a portion of CenturyLink services (including Services). If you are terminating Services only, you must return the Equipment by following the process described in the **"EQUIPMENT"** section of this Agreement. You cannot terminate Services only via any other method. If you are terminating all or a portion of CenturyLink services (including Services), you may terminate either by (1) returning the Equipment to a CenturyLink retail store and requesting termination at that time, or (2) calling the provided CenturyLink-provided customer service number and terminating such services (including Services). Please note that using method (2) above to terminate services (including Services) does not change your obligation, as described in the **"EQUIPMENT"** section of this Agreement, to return Equipment to CenturyLink or require CenturyLink to return any Equipment deposits to you until the Equipment is returned to us. In all instances, we reserve the right to assess you the Early Termination Fee, when applicable, as described in this Agreement.
- C. CenturyLink's Right to Cancel Services.** We have the right to terminate your Services at any time without providing notice to you if: (1) you fail to pay your bill in full when it is due; (2) we receive confirmation that you have received the Services, or any part of the Services, without paying for them; or (3) you otherwise violate the terms of this Agreement. In all instances, we reserve the right to assess you the Early Termination Fee, when applicable, as described in this Agreement.
- D. Payment Responsibilities after Cancellation of Service.** If your Services are cancelled for any reason, you are still responsible for payment of all outstanding balances accrued, including any applicable taxes, franchise fees, other fees, and surcharges. You are also responsible for the Early Termination Fee described in **"BILLING AND PAYMENT"** section of this Agreement, if applicable.
- E. Force Majeure.** We will not be responsible for any delay, interruption, or other failure to perform under the Agreement due to acts beyond our control. Force majeure events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond our reasonable control.

### 6. LIMITATIONS OF LIABILITY

#### A. Disclaimer of Warranties.

- (1) **General.** CENTURYLINK PROVIDES ALL EQUIPMENT AND SERVICES "AS IS" AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING ANY EQUIPMENT OR SERVICES FURNISHED TO YOU. ALL SUCH WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. NO ADVICE OR INFORMATION CENTURYLINK PROVIDES WILL CREATE A WARRANTY WITH RESPECT TO THE ADVICE PROVIDED OR THE SUBJECT MATTER OF SUCH ADVICE.
- (2) **Provision and Operation.** CENTURYLINK DOES NOT WARRANT OR GUARANTEE THAT SERVICES CAN BE PROVISIONED AT YOUR DESIRED SERVICES LOCATION OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF CENTURYLINK HAS ACCEPTED YOUR ORDER FOR SERVICES. PROVISIONING OF SERVICES IS SUBJECT TO

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NETWORK AVAILABILITY AND OTHER FACTORS. IN THE EVENT YOUR DESIRED SERVICES LOCATION IS NOT PROVISIONED FOR REASONS DESCRIBED IN THIS SUBSECTION, NEITHER YOU NOR CENTURYLINK WILL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN EQUIPMENT TO CENTURYLINK). CENTURYLINK DOES NOT WARRANT OR GUARANTEE UNINTERRUPTED OR ERROR-FREE SERVICES OR EQUIPMENT. CENTURYLINK WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE RESULTING FROM LOSS OF RECORDED MATERIAL OR THE PREVENTION OF RECORDING DUE TO ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT, OR CENTURYLINK.

- B. Direct Damages.** CenturyLink is not liable for any damages arising out of or in connection with any: (1) act or omission by you, or another person or entity; (2) provision or failure to provide Services, including deficiencies or problems with any Equipment used in connection with the Services, our networks or Services (for example, transmission failures, interruptions in Services, etc.); (3) content or information accessed while using Services or Equipment; or (4) interruption or failure in accessing or attempting to access Services or information through your use of the Services, including any failures caused by Equipment. IF, FOR ANY REASON, CENTURYLINK IS FOUND TO BE RESPONSIBLE TO YOU FOR MONETARY DAMAGES RELATING TO ANY SERVICES OR EQUIPMENT OBTAINED THROUGH CENTURYLINK AND THIS LIMITATION IS FOUND TO BE UNENFORCEABLE FOR ANY REASON, YOU AGREE THAT ANY SUCH DAMAGES WILL NOT EXCEED THE PRO-RATED MONTHLY RECURRING CHARGES (EXCLUDING ALL NONRECURRING CHARGES, FEES, SURCHARGES, AND TAXES) YOU HAVE PAID FOR THE AFFECTED SERVICES DURING THE AFFECTED PERIOD.
- C. NO CONSEQUENTIAL OR OTHER DAMAGES.** UNDER NO CIRCUMSTANCES IS CENTURYLINK LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE, LOSS OF OPPORTUNITY, OR COST OF REPLACEMENT SERVICES.
- D. Indemnification.** You will indemnify and defend CenturyLink, its directors, officers, employees, affiliates, subsidiaries, agents, and their successors and assigns from and against all third-party claims, damages, losses, or liabilities, including reasonable attorneys' fees and punitive damages, arising from or relating to: (1) any violation of applicable laws, regulations, or any provision of this Agreement, (2) installation of, connection to, modification of, repair to, provisioning of, or use of the Services or Equipment, (3) death of any person, (4) damage to personal or real property, or (5) any incorrect or misleading information, or claims for libel, slander, invasion of privacy, identity theft, or intellectual property infringement with respect to the Services or Equipment, that is alleged to have resulted, in whole or in part, from your negligent acts or omissions, the negligent acts or omissions of your contractors, subcontractors, directors, officers, employees, or authorized agents, or the negligent acts or omissions of any person who uses the Services or Equipment with or without your permission.
- E. Infringements.** You understand that you may be held liable under both civil and criminal law for infringements of the intellectual property rights of others, including liability for damages, fees, attorney's fees, and criminal liability including fines and imprisonment.
- F. Other Users.** It is your responsibility to impose any restrictions on viewing by you, other members of your household, or guests, and we will have no liability to anyone due to or based on the content of any of the Services furnished to you.



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- G. **Extension of Limitations.** All limitations and disclaimers in this section also apply to CenturyLink's third-party licensors, content providers, and supplies, as third party beneficiaries of this Agreement.
- H. **Coverage and Survival.** The remedies described in this Agreement are your sole and exclusive remedies. You may have additional rights under certain laws (such as state consumer protection laws), which do not allow certain exclusions or limitations. All provisions of these limitations of liability section will survive and continue to apply after this Agreement is canceled or terminates.

### 7. DISPUTE RESOLUTION.

- A. **Dispute Process.** Most customer concerns can be resolved quickly and to the customer's satisfaction by contacting our customer service department or through our website. If the customer service department is unable to resolve a complaint you may have to your satisfaction or if CenturyLink has not been able to resolve a dispute it has with you after attempting to do so informally, then we each agree to resolve those disputes through binding arbitration or small claims court, instead of in courts of general jurisdiction.
- B. **MANDATORY ARBITRATION OF DISPUTES.** YOU AND CENTURYLINK AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR CENTURYLINK'S SERVICES, SOFTWARE, BILLINGS, ADVERTISINGS, OR EQUIPMENT. THIS AGREEMENT TO ARBITRATE IS INTENDED TO BE BROADLY INTERPRETED AND APPLIES TO, AMONG OTHERS: ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY; ALL CLAIMS THAT AROSE PRIOR TO YOUR RECEIPT OF SERVICES FROM CENTURYLINK (SUCH AS FROM ADVERTISINGS) OR PRIOR TO THIS AGREEMENT; ALL CLAIMS THAT ARISE AFTER THE TERMINATION OF CENTURYLINK'S SERVICES TO YOU OR AFTER THE TERMINATION OF THIS AGREEMENT; ALL CLAIMS YOU MAY BRING AGAINST CENTURYLINK'S EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES; AND ALL CLAIMS THAT CENTURYLINK MAY BRING AGAINST YOU. THE SOLE EXCEPTION TO THIS ARBITRATION AGREEMENT IS THAT EITHER YOU OR CENTURYLINK MAY, IN THE ALTERNATIVE, BRING CLAIMS IN A SMALL CLAIMS COURT HAVING VALID JURISDICTION. YOU AND CENTURYLINK AGREE, HOWEVER, THAT NEITHER CENTURYLINK NOR YOU WILL JOIN ANY CLAIM WITH A CLAIM OR CLAIMS OF ANY OTHER PERSON(S) OR ENTITY(IES), WHETHER IN A LAWSUIT, ARBITRATION, OR ANY OTHER PROCEEDING. YOU AND CENTURYLINK AGREE THAT NO CLAIMS WILL BE ASSERTED IN ANY REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE, THAT NO CLAIMS WILL BE RESOLVED ON A CLASS-WIDE OR COLLECTIVE BASIS, THAT NO ARBITRATOR OR ARBITRATION FORUM WILL HAVE JURISDICTION TO ADJUDICATE OR DETERMINE ANY CLAIMS ON A CLASS-WIDE OR COLLECTIVE BASIS, AND THAT NO RULES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY.
  - (1) Arbitration Procedure. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice" or "Notice of Dispute"). The Notice to CenturyLink should be addressed to: 5454 W. 110<sup>th</sup> Street, Overland Park, KS 66211, Attn: Vice President, Commercial Law ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). If CenturyLink and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or CenturyLink may commence an arbitration proceeding. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitration will be filed with the American Arbitration Association ("AAA"), the arbitrator will be selected according to the AAA's procedures and the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"), and claims will be resolved

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pursuant to this Mandatory Arbitration of Disputes provision and the AAA's rules in effect when the claim is filed. Claims also may be referred to another arbitration organization if you and CenturyLink agree in writing or to an arbitrator appointed pursuant to section 5 of the FAA. The arbitration will be confidential, but you may notify any government authority of your claim. At your election, arbitration hearings will take place in the federal judicial district of your Subscription Location.

- (2) Arbitrator's Authority. The arbitrator is bound by the terms of this Agreement, and the arbitrator's authority is limited to claims between you and CenturyLink alone. The arbitrator has no authority to join or consolidate claims, or adjudicate joined or consolidated claims, unless you and CenturyLink agree in writing. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the Mandatory Arbitration of Disputes provision are for the court to decide. The arbitrator's decision and award is final and binding, and judgment on the award may be entered in any court with jurisdiction. The arbitrator can award the same damages and relief that a court can award, including the award of declaratory or injunctive relief; provided, however, that any declaratory or injunctive relief may only be in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.
- (3) Costs of Arbitration. You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. You are responsible for all additional costs that you incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. If the arbitration proceeding is decided in CenturyLink's favor, you shall reimburse CenturyLink for the fees and costs advanced to you only up to the extent awardable in a judicial proceeding. If the arbitration proceeding is determined in your favor, you will not be required to reimburse CenturyLink for any fees and costs advanced by CenturyLink. If a party elects to appeal an award, the prevailing party in the appeal shall be entitled to recover all reasonable attorneys' fees and costs incurred in that appeal. Notwithstanding anything to the contrary in this Mandatory Arbitration of Disputes provision, CenturyLink will pay all fees and costs that it is required by law to pay.
- (4) Changes. Notwithstanding any provision in this Agreement to the contrary, you agree that if CenturyLink makes any future change to this Dispute Resolution provision (other than a change to the Notice Address listed above) during the period of time that you are receiving Services, you may reject any such change by sending CenturyLink written notice within 30 days of receiving notice of the change. Your rejection notice must be sent to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision. No changes, however, that are made to this provision after either party has submitted a Notice of Dispute shall be effective as to your and CenturyLink's pending dispute and/or arbitration.
- (5) Governing Law, Enforcement, and Waivers. The Federal Arbitration Act, and not state law, applies to this Dispute Resolution provision and its provisions and, governs all questions of whether a claim is subject to arbitration. If any portion of this Dispute Resolution provision is determined to be invalid or unenforceable, the remainder of the provision remains in full force and effect. If for any reason, the above provisions on arbitration are held unenforceable or are found not to apply to a claim, you and CenturyLink waive the right to a jury trial on your respective claims, and waive any right to pursue any claims on a class or consolidated basis or in a representative capacity. If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the



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party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorneys' fees.

### 8. MISCELLANEOUS

- A. **Notice.** If we send you a notice, it will be considered given when deposited in the U.S. Mail or with overnight courier mail, addressed to you at your billing address, hand-delivered to you, or distributed via email to the then-current email address provided to us by you. Our notice to you will also be effective if provided on your billing statement or, when posted online, the actual date such notice is posted to <http://www.centurylink.com>. If you have a dispute or want to provide notice to us related to any matter, you agree to notify CenturyLink customer service at the number listed on your invoice and provide all requested information, or write us at 1801 California Street, Suite 900, Denver, Colorado 80202, Attn: Legal Department. You agree that CenturyLink may contact you via email at the email address you provide to us when you order Services or any subsequent email address you provide us. You will provide us with any changes to your email address by updating that address in the manner prescribed to you by CenturyLink.
- B. **Applicable Policies.** You agree to comply with applicable CenturyLink policies, including the CenturyLink Acceptable Use Policy and Privacy Policy, both as posted to <http://www.centurylink.com/Pages/AboutUs/Legal>, and incorporated by this reference, when you use Services. If you do not agree with the terms of any of these policies, do not purchase or use Services.
- C. **Account Security.** You agree to keep confidential all passwords, user IDs, IP addresses, and other account identifiers and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are solely and fully responsible and liable for all activities that occur under your CenturyLink account, password, user ID, or IP address. You agree to immediately notify CenturyLink if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with the Customer either for profit or not for profit) or unauthorized disclosure or use of your CenturyLink account, password, user ID, or any credit or charge card number provided to CenturyLink by calling the customer service number listed on your invoice. You also agree to periodically change your passwords. You authorize CenturyLink to provide information about and to make changes to your CenturyLink account, including adding new Services, upon the direction of any person able to provide information we deem sufficient to identify you. There is a risk that other users may attempt to access your Services, such as through the Internet. You acknowledge this risk as inherent to the shared nature of the Services and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.
- D. **Applicable Law.** This Agreement, including all matters relating to its validity, construction, performance and enforcement, will be governed by applicable federal law, applicable rules and regulations of the Federal Communications Commission, and the laws and regulations of the state and local area where Services are provided. This Agreement is subject to amendment, modification or termination if required by such regulations or laws. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision will be deleted or modified, as applicable, without affecting the validity of the other provisions.
- E. **Other.** The terms and conditions of this Agreement, including all referenced documents and items incorporated here as posted to one of our websites, supersede all previous representations, understandings or agreements, and will supersede the terms and conditions of any order previously submitted, or prior price quoted. This Agreement contains the entire agreement between CenturyLink and you, and the written or oral statements of any salesperson, installer, customer service representative, authorized retailer, or other individual does not change the terms of this Agreement. If any term of this Agreement is held invalid, illegal or unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. The terms of this Agreement, which either are expressly stated to survive or by their nature would logically be expected to survive termination, will continue

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thereafter until fully performed. If either you or CenturyLink fails to enforce or waives any requirement under this Agreement that does not waive that party's right to later enforce that requirement in the future.



**DECLARATION OF JAMES P. CAMPBELL**

State of Minnesota     )  
  ) ss.  
County of Hennepin    )

1. I declare that I am the Vice President of Qwest Broadband Services, Inc. d/b/a CenturyLink ("Applicant").
2. I am authorized to make this declaration on behalf of Applicant.
3. This declaration is made on behalf of, and in support of, Applicant's application for a cable franchise with the City of Seattle in accordance with Section 21.60.080 of the Seattle Municipal Code.
4. I have read the Application of Qwest Broadband Services, Inc. d/b/a CenturyLink, and I know and understand the contents thereof and state that the statements contained therein are true and correct, and acknowledge the enforceability of the application commitments on behalf of Applicant, according to my knowledge, information and belief.
5. I acknowledge that the application meets local, state and federal law requirements, to the best of my knowledge and understanding.
6. I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated this 27<sup>th</sup> day of April, 2015 at Minneapolis, Minnesota

  
\_\_\_\_\_  
James P. Campbell  
Vice President  
Qwest Broadband Services, Inc. d/b/a CenturyLink